

Bonhams



India in Art

New Bond Street, London | 7 June 2023



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New Bond Street, London | Wednesday 7 June 2023 at 11am

BONHAMS

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SALE NUMBER

28748
Lots 1 - 67

ILLUSTRATIONS

Front Cover: lot 40
Inside Front Cover: lot 53
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Rear Cover: lot 64

VIEWINGS

Sunday 4 June, 11am - 3pm
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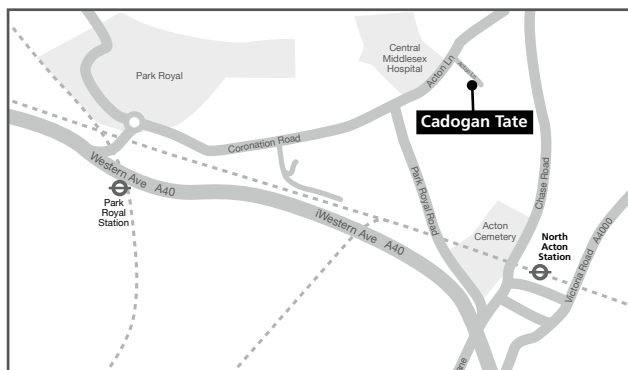
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Islamic and Indian, Middle Eastern and South Asian Art

London



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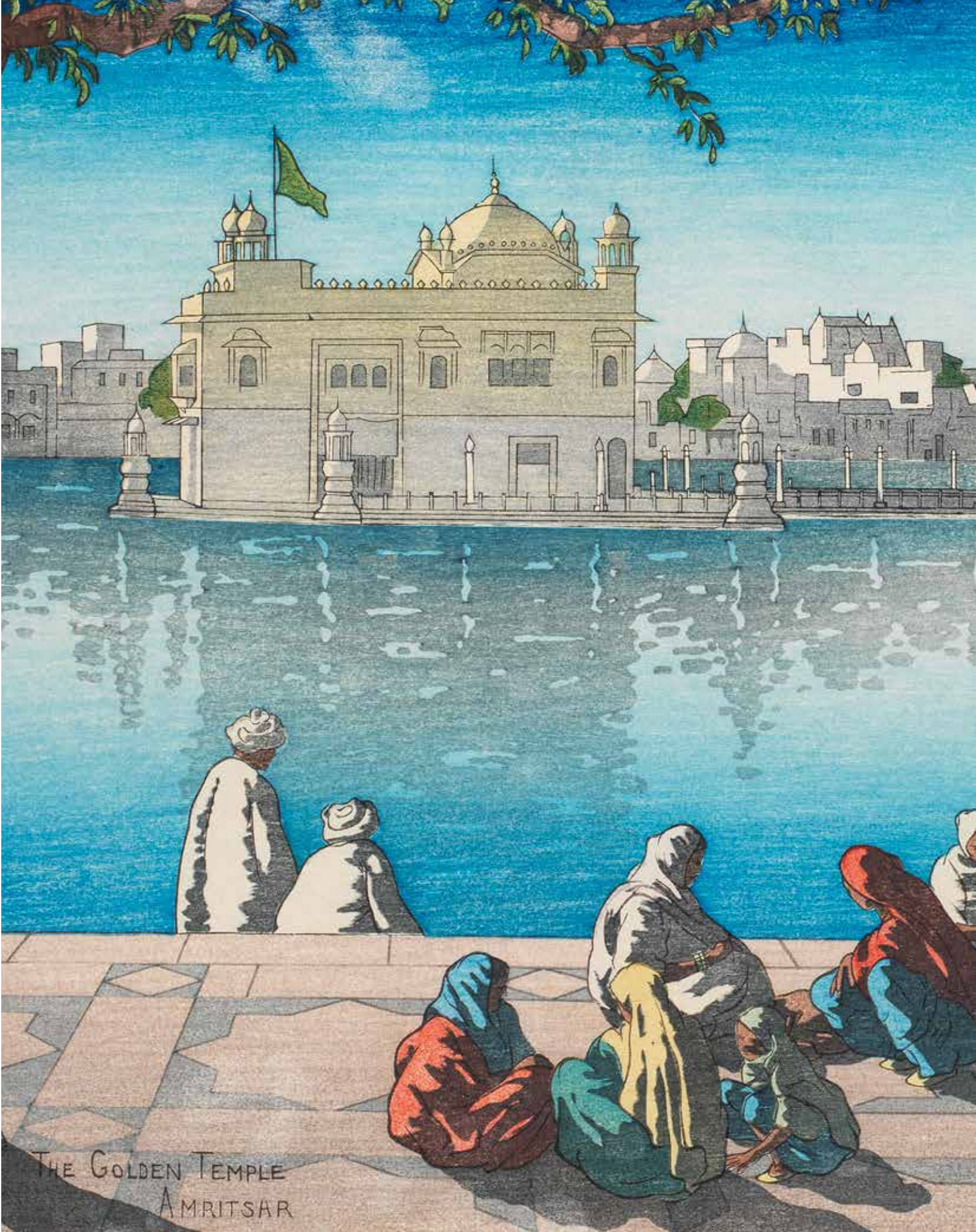
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THE GOLDEN TEMPLE
AMRITSAR



1 *

**A GUPTA TERRACOTTA HEAD OF A DEITY
NORTH INDIA, 5TH CENTURY**

with full lips, heavy lidded eyes and elongated earlobes with rectangular earrings, the head surmounted by an elaborate tiara with central *kirtimukha* mask, mounted
25 cm. high excluding stand

£5,000 - 7,000
€5,700 - 7,900
US\$6,300 - 8,800

Provenance

Julian Sherrier Collection, London, formed between early 1940s-1972.
Christie's, *Indian and Southeast Asian Art*, 23 March 2010, lot 154.
Private US collection.

For another similar head sold at Christie's see *The Doris Wiener Collection*, New York, 20 March 2012, lot 31.



2 *

**A BRONZE FIGURE OF KRISHNA
SOUTH INDIA, 17TH/ 18TH CENTURY**

on a square stepped base, in a dancing posture on a lotus, holding in the right hand a ball of butter, the left stretched out to the side, depicted naked and adorned with jewels
15.4 cm. high

£1,500 - 2,000
€1,700 - 2,300
US\$1,900 - 2,500

Provenance

Christie's Paris, *Art d'Asie*, 8 June 2010, lot 395.
Private US collection.

According to ancient epics, Krishna was brought up by foster parents who were cow-herders, leading to the association of the deity with cows, milkmaids and, as demonstrated in the present lot, butter, which he would steal from his neighbours.

For a similar example sold at Christie's and dated to the 17th Century, see *Indian and Southeast Asian Art*, 16 September 2008, lot 428. A similar depiction is also in the Los Angeles County Museum of Art, California, (Inv. No. M.87.124) (see P. Pratapaditya, *Indian Sculpture*, Volume 2, Los Angeles, 1988, p. 223, cat. 116).

A Collection of Early Indian Textiles

Lots 3 - 7



3 *

A RARE WOVEN SILK PANEL NORTH INDIA, 12TH/ 13TH CENTURY

of rectangular form, woven in blue, brown, yellow and cream silks with a chequered pattern, the colours alternating every four wide bands in the direction of warp and weft
46 x 40 cm.

£4,000 - 6,000
€4,500 - 6,800
US\$5,000 - 7,500

Striped and chequered patterns date back to the birth of weaving and examples are depicted in the Persian manuscript *Jami' al-Tawarikh* by Rashid al-Din, dated 1306-7 AD in the University of Edinburgh Library (MS 20). Other silk fragments from the John Pierpoint Morgan Collection with similar designs are in the Cooper Hewitt Museum, New York (Acc. nos. 1902-1-182; 1902-1-189; 1902-1-179-a/e). Another plaid panel, reputedly discovered at Samangan, Afghanistan, and attributed to Central Asia, is in the Al-Sabah Collection, Kuwait (Inv. no. LNS 715 T).

A carbon 14 test conducted by Rafter Radiocarbon (NZA 9236, R 24410/3), dates the kilim to within 65 years of 1235 AD.

4 *

**A SULTANATE SILK LAMPAS PANEL
INDIA, 15TH CENTURY**

of rectangular form, woven in purple, yellow and cream silks with alternating bands of roundels filled with eight and twelve petalled flowerheads, interspersed by flowerheads surrounded by foliate motifs

133 x 45 cm. max.

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

This Sultanate lampas panel is rare in its use of purple rather than red silk. An example with a similar design of flower-filled roundels is in the George Washington University Museum (Acc. no. T-0111).





5 *

**A SULTANATE SILK LAMPAS PANEL
DEPICTING YALIS AND MAKARAS
GUJARAT, 15TH CENTURY**

of rectangular form, woven in yellow, red and cream silks with undulating vines forming an ogival lattice, the lattice filled with alternating groups of four confronting *yalis* and *makaras* centred around floral motifs

181 x 62 cm.

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

The present fragment belongs to a rare group of pre-Mughal Indian silk lampas textiles woven on a draw loom. The colour red predominates in these textiles due to the distinctive use of red lac in the main warps. The textiles have red ground wefts, pink or red binding warps, and intricate pattern wefts in a wide range of colours including yellow, white, blue, green and turquoise. Of this group, an almost identical fragment is in the Harvard Art Museums Collection (no. 2007/140) and is dated to 15th Century Gujarat.

The silk lampas technique originated in Persia at the end of the 10th Century and had travelled as far as medieval Spain and Italy by the 15th Century. A comparable ogival lattice pattern as on the present fragment can be seen on an earlier 14th Century Mamluk silk lampas fragment from Egypt or Syria currently in the Metropolitan Museum of Art (Accession Number 46.156.17). For a similar silk lampas motif of beasts confronting each other from the 15th Century, see an apparently mass-produced silk lampas fragment from Nasrid Spain depicting heraldic lions facing each other, also currently in the Metropolitan Museum of Art (Accession Number 1981.372).

Sultanate-era Gujarat, being a renowned silk centre and trading hub on the western coast of India, is the most likely place of production for the present lampas in the 15th Century. Gujarat was even mentioned as a bustling ancient Indian Ocean trading port in the *Periplus Maris Erythraei* (1st to 3rd Century CE), and was part of the Sasanian maritime trade route. It would have the most exposure to the medieval Byzantine samites and Middle Eastern silk lampas imported into Western India. The present lampas exists in continuity with the Mamluk and Nasrid examples but also incorporates the distinctly indigenous visual language of the *yali* and *makara*, which continue to exist in abundance across Indian temple decoration.



6

6 *

**A SILK LAMPAS PANEL
ASSAM, 18TH CENTURY**

of rectangular form, woven in red, green and yellow silk, with bands of roundels containing flowerheads, the petals interspersed by elephants, the roundels interspersed by foliate quatrefoils
69 x 198 cm.

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

For an example of a silk lampas panel sold in these rooms that features flowerheads in roundels and incorporates elephants within its decorative scheme, see Bonhams, *Islamic and Indian Art*, 6 October 2015, lot 117. The Cotsen Textile Traces Study Collection at George Washington University also has a comparable textile fragment dated to 18th Century Assam that features repeating flowerheads in roundels (Accession Number T-2833b).

Krishna in a tree surrounded by figures on the ground, referencing the episode where Krishna steals the gopis' clothes as they bathe; Krishna crouching on the head of a snake demon, possibly Aghasura; two figures which could possibly be the warrior avatar Parashurama holding an axe and either Vishnu's boar avatar Varaha or the lion avatar Narasimha; Garuda the bird-headed man mount of Vishnu accompanied by a swan or goose; Krishna lifting Mount Govardhana to shelter a cow; and Vishnu's fish and tortoise avatars Matsya and Kurma.

The motifs then continue to repeat in the same sequence. There are undeciphered inscriptions in Bengali-Assamese script woven through the textile. In most *Vrindavani Vastras*, these inscriptions would usually be either identifying names for the characters or longer Assamese passages from the devotional songs (*Borgit*) of Sankardev (Saurav Sengupta, *Sankaradeva's Vrindavani Vastra: A Gift to Humanity*, Damdama College, Guwahati 2020, p.2).

7 *

**A WOVEN SILK FRAGMENT DEPICTING KRISHNA
ASSAM, MID 16TH CENTURY**

of rectangular form, woven in polychrome silks with bands containing depictions of Krishna, Garuda and avatars of Vishnu, some bands with inscriptions in Bengali-Assamese script
94 x 80.5 cm.

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

This silk textile from Assam is an example of a *Vrindavani Vastra*, a textile woven with narratives from the lives of Vishnu and his avatars. There are various examples of such textiles in museums including the V&A and the British Museum. It has been suggested that these textiles were Vaishnavite ritual objects, produced under the instruction of the Assamese saint-scholar Sankardev (1449-1569), and used to cover the *Bhagavata Purana* placed on the altars in temples of Vishnu (Francesca Galloway, *Treasures from India*, London 2006, p. 146, nos. 57-59).

A larger example with a very similar and more intact sequence of images can be found in the Los Angeles County Museum of Art (AC1995.94.1).

The LACMA example can be used as a comparative for some of the imagery of the present *Vastra* which is damaged or otherwise undecipherable. From top to bottom, the repeating panels of this fragment display:



7



OTHER PROPERTIES

8

A MUGHAL CUERDA SECA POTTERY TILE NORTH INDIA, PROBABLY LAHORE OR KASHMIR, 17TH CENTURY

of rectangular form, decorated in red, cobalt blue, yellow and manganese on a green ground with saz leaves, interlacing split palmettes and foliate vines and partial flowerheads, mounted the tile 19.7 x 16.9 cm. max.

£8,000 - 12,000

€9,000 - 14,000

US\$10,000 - 15,000

Provenance

The Howard Hodgkin Collection.

Sotheby's, *Howard Hodgkin, Portrait of the Artist*, 24 October 2017, lot 320.

The present lot can be seen in the documentary about Hodgkin originally broadcast on Channel 4, *State of the Art: Ideas and Images in the 1980s*, 1985.

A very similar tile, from the tomb of Madin Sahib, is in the Ashmolean Museum, University of Oxford (Accession Number EA 1994.77). Another group of tiles with a similar colour scheme, also said to be from the 'tomb of Madani', are in the Victoria and Albert Museum (Accession Number CIRC.1295-1923). The tomb was originally built in the mid-15th Century, but the *cuerda seca* tiles were part of a large-scale refurbishment during the reign of Shah Jahan (r.1628-1658) (Skelton, Robert et al, *The Indian Heritage: Court Life and Arts under Mughal Rule*, 1982, p. 26). The present lot is also closely related in design and colour to a group of thirteen Mughal tiles from the tomb of Madani that form part of the donation of Jean et Krishnâ Riboud to the Musée Guimet, Paris (see Amina Okada, *L'Inde des Princes: La donation et Jean et Krishnâ Riboud*, 2000, pp. 128-133).

Arthur Millner suggests that as the Madani tomb has the only surviving examples of *cuerda seca* in Kashmir, it is likely that the tiles were produced either in Lahore, or in Srinagar by Lahori craftsmen (Arthur Millner, *Indian Tiles: Architectural Ceramics from Sultanate and Mughal India and Pakistan*, Munich 2021, p.112).

For a further set of tiles with a comparable design scheme sold at Christie's, see *Islamic Art & Manuscripts*, 27 April 2004, lot 245.



9

9 *

**A GOLD DAMASCENED STEEL 'TEARS OF THE WOUNDED'
PUSH DAGGER (KATAR)
INDIA, 18TH CENTURY**

the double-edged watered steel blade with two fullers and central spine containing free running steel balls, or 'tears of the wounded', chiselled near the forte with a palmette motif, the grips in the form of two multifaceted baluster crossbars, the hilt decorated in gold overlay with bands of floral motifs interspersed by foliate quatrefoils, the inner face of the cross-guard with chevrons
48.5 cm. long

£3,000 - 4,000
€3,400 - 4,500
US\$3,800 - 5,000

Provenance

Dr. Leo S. Figiel (1918-2013).
Butterfield & Butterfield, *The Dr. Leo S. Figiel Collection of Mogul Arms*, San Francisco, 24 August 1998, lot 2136.
Private US Collection.

The present lot features free running balls, usually referred to as 'the tears of Allah' or 'the tears of the wounded'. Normally made of steel or pearl and placed within blades, this feature is known from the 16th Century onwards (R. Hales, *Islamic and Oriental Arms and Armour: A Lifetime's Passion*, London, 2013, p. 27).



10

10

**A JADE-HILTED GOLD-KOFTGARI STEEL RAM'S HEAD
DAGGER (KARD)
NORTH INDIA, 19TH CENTURY**

the single-edged watered steel blade of tapering form with flattened spine, the spine and forte decorated in gold overlay with foliate vines and floral motifs, the dark green jade pommel carved in the form of a ram's head, the wood scabbard clad in red silk, embroidered with blue, cream and silver thread, with gilt copper mounts engraved and decorated in openwork with foliate motifs, suspension loop to side
36.8 cm. long

£3,500 - 4,500
€4,000 - 5,200
US\$4,400 - 5,700

Provenance

Private UK collection.

A *kard* dated to the 17th Century with a pale green jade ram's head hilt is illustrated in Robert Hales, *Islamic and Oriental Arms and Armour: A Lifetime's Passion*, London, 2013, p. 29, cat. 71. These hilts are also reminiscent of the finial on Shah Jahan's 17th Century jade drinking cup in the Victoria and Albert Museum, London (Inv. No. IS.12-1962).

11

**A MUGHAL GEM-SET JADE-HILTED STEEL DAGGER (*KHANJAR*)
INDIA, 18TH CENTURY**

the double-edged watered steel blade of curved form with raised spine flanked by two fullers, engraved with a lobed cartouche with palmette to the fuller, the pale green jade hilt of pistol-grip form decorated with flowerheads and foliate vines composed of rubies, white sapphires and green paste set in gold *kundan*, some of the paste engraved to resemble leaves
39.5 cm. long

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 25,000

Provenance

The Robin Wigington Collection, thence by descent.

This form of dagger appears to have become popular at the start of the 18th Century, having first emerged in India circa 1650. They can be seen in miniatures from this period, such as in a examples from the mid-18th Century sold in these rooms depicting the Emperor Muhammad Shah receiving four courtiers, in which the figure on the far right bears a gem-set *khanjar* within his *patka* (see Bonhams, *Islamic and Indian Art*, 5 April 2011, lot 243). Another example from the late 17th Century depicts the Mughal Emperor Bahadur Shah as a young prince with a *khanjar* upon his person (see Bonhams, *Islamic and Indian Art*, 14 June 2012, lot 258). The present lot is a fine example of this dagger type, the hilt set with gemstones and paste in a design that exemplifies the Mughal preoccupation with nature and natural forms. A *khanjar* featuring a jade hilt with a similar decorative scheme is in the Victoria and Albert Museum, London (Accession Number 3467(IS) to 3467A/(IS)). For a further comparable hilt, see K. von Folsach, J. Meyer & P. Wandel, *Fighting, Hunting, Impressing: Arms and Armour from the Islamic World*, Denmark, 2021, p.238, cat. 124.

Robin Wigington is best known for amassing an impressive collection of firearms from the workshops of Seringapatam which he published in *The Firearms of Tipu Sultan 1783-1799*, Hatfield, 1992.





12

**A RARE MUGHAL ENAMELLED GILT-SILVER TRAY
NORTH INDIA, POSSIBLY HYDERABAD, 18TH CENTURY**

of octagonal form, the eight legs of baluster form with splayed feet, flaring sides with flattened rim, decorated in emerald-green, pale green, yellow, aubergine and white *champlevé* enamels with a central roundel filled with a lotus flower surrounded by a band containing an undulating floral vine, four concentric bands of irises increasing in size towards a further band containing an undulating floral vine, the sides with three bands of irises and rim with another band containing an undulating floral vine, the exterior with irises to the sides and legs, a band containing an undulating vine to the body, a band of acanthuses to the feet

25.7 x 25.7 x 9.8 cm.; 1710 g.

£80,000 - 120,000

€90,000 - 140,000

US\$100,000 - 150,000

Provenance

Terence McInerney, Fine Arts Ltd., New York, 1 April 1998

The Florence and Herbert Irving Collection, no. 3866

Christie's, *Lacquer, Jade, Bronze, Ink: The Irving Collection Day Sale*, 21 March 2019, lot 1106.

An identical enamel pattern and colour scheme can be seen on an early 18th Century hookah base formerly in the Krishnâ Riboud Collection in Paris, and now at the Musée Guimet (see Mark Zebrowski, *Gold, Silver and Bronze from Mughal India*, 1997, p. 93, pl. 8, and Amina Okada, *L'Inde des Princes: La donation et Jean et Krishnâ Riboud*, 2000, pp. 116-117).

it is possible that the tray and hookah are related and may have been part of a set of luxury objects. Both would be placed on a rug on the floor, and the tray may have been used to present food items such as pan, sweetmeats, or wine. Such a setup is illustrated in a portrait of a possibly Deccani nobleman smoking on a terrace sold at Bonhams, *Islamic and Indian Art*, 6 October 2008, lot 380.

Similar *champlevé* enamel with a colour scheme of white and yellow motifs on dark green ground with apple green accents can be seen on a mid-17th Century Mughal *chilam* dagger in the al-Sabah Collection, Dar al-Athar al-Islamiyyah, Kuwait, published in Salam Kaoukji, *Precious Indian Weapons and Other Princely Accoutrements*, 2017, pp. 98-99, cat. no. 29. Kaoukji attributes this dagger to the Deccan, a possible attribution for the present tray and Guimet hookah as well.



13

**A GEM-SET ENAMELLED GOLD HUQQA STEM AND BOWL
INDIA, 18TH AND 19TH CENTURY**

comprising a tobacco bowl and cover, water pipe and a modern fitted gilt brass huqqa base, the pipes engraved and decorated in blue enamel with a repeat design of floral motifs, the flowerheads set with rubies, the later bowl and cover engraved and decorated in blue and red enamel with a repeat design of floral motifs
the bowl 22.4 cm. high; the stem 36.5 cm. long

£25,000 - 35,000

€28,000 - 40,000

US\$31,000 - 44,000

Provenance

Sotheby's, *Arts of the Islamic World*, London, 25 April 2002.

For a sword and a box, both dating to the 17th Century, and displaying the rare use of turquoise enamel see Keene and Salam Kaoukji, *Treasury of the World*, exhibition catalogue, London, 2001, nos. 6.26 and 6.27, pp.72-3. Two bazubands, attributed to Hyderabad, and dated to the 18th Century, may be related in colour and technique to the stem of the present lot. The bowl, which has a more even tone of turquoise and uses red drop-shaped enamel panels rather than inset stones, is likely to date to the 19th Century. A bowl of the same form can be found in the Maharaia Sawai Man Singh Museum in Jaipur (see Christiane Terlinden, *Mughal Silver Magnificence*, 1987, pl. 174, p. 127).





14

**A GROUP OF SIX PAINTINGS FROM AN ALBUM, DEPICTING
FIVE MUGHAL EMPERORS AND NADIR SHAH OF PERSIA
MURSHIDABAD, LATE 18TH CENTURY**

gouache on paper, painted ovals with grey and yellow borders,
nasta'liq inscriptions within grey cartouches at top, English identifying
inscriptions on reverse
ovals 140 x 123 mm.; pages 250 x 187 mm.(6)

£3,000 - 5,000
€3,400 - 5,700
US\$3,800 - 6,300

Provenance

Bonhams, *Islamic and Indian Art*, 6th April 2006, lot 438.
Private UK collection.

The rulers are as follows: Humayun (reg. 1530-56), Shah Jahan (reg. 1628-57), Bahadur Shah (reg. 1707-12), Farrukhsiyar (reg. 1713-19), Ahmad Shah (reg. 1748-54); and Nadir Shah, King of Persia (reg. 1732-47).



15

A DIAMOND-SET AND PEARL-MOUNTED GOLD TURBAN ORNAMENT (JIGAH) WITH THE PAIRED-FISH OF LUCKNOW INDIA, 19TH CENTURY

the silver paired-fish surrounding a cluster of pearls (the larger examples tested as natural saltwater) set with rose-cut diamonds, surmounted by a large cultured pearl and flanked by two maidens in gold decorated in red enamel, pendent natural saltwater pearl to lower edge, fitted case

9.5 cm. max.; 59 g.

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

The emblem of the paired fish with heads and tails touching, as in the present lot, has long been associated with Lucknow. For a further discussion of the origins of the use of fish in the state and in the arms of Lucknow, see Stephen Markel, 'This Blaze of Wealth and Magnificence: The Luxury Arts of Lucknow' in *India's Fabled City, The Art of Courtly Lucknow*, Los Angeles County Museum of Art, 2010, pp. 213-217.

Accompanied by a certificate from GCS Laboratory, London, relating to the pearls. Certificate number 5782-3326, dated 11 October 2022.



16

**A GEM-SET GOLD BOX
INDIA, 19TH CENTURY**

of domed cylindrical form on four feet shaped as animal paws, the lid fitted to base with twist-lock opening system and surmounted by a finial in the form of a parrot or falcon, the casket profusely set with diamonds, rubies and emeralds in a feather-like design
7.4 cm. high; 165.2 g.

£8,000 - 12,000

€9,000 - 14,000

US\$10,000 - 15,000

Provenance

Sotheby's, *Arts of the Islamic World*, 20 April 2016, lot 148.

This gem-set domed box is unusual among published Mughal decorative objects due to the addition of a bird-headed finial at the top of the dome, as well as four lion paws holding up the base. For a comparable Mughal domed gem-set box without a footed base, see Spink, *Passion & Tranquillity: Indian & Islamic Works of Art*, 12th October to 12th November 1998, lot 21, with a raised red gemstone on top of the dome in place of the bird-head finial, circa 1625. A domed Mughal box without a footed base is in the Khalili Collection (inv. JLY 1857). For a comparable but larger Mughal bird head finial, see the enamelled gold fittings for a walking stick or staff with an enamelled parrot head finial circa 1650 sold at Christie's, *Maharajas and Mughal Magnificence*, 19 June 2019, lot 266.



17

**A DIAMOND-SET ENAMELLED GILT-SILVER NECKLACE
INDIA, 20TH CENTURY**

comprising an openwork element of cartouche form with pendant floral element, the string with twelve openwork elements of floral form, profusely inlaid with diamonds and black enamel, the reverse gilded
42 cm. long; 108 g.

£5,000 - 7,000

€5,700 - 7,900

US\$6,300 - 8,800



18 Ω

**THREE GEM-SET ENAMELLED GOLD BANGLES
NORTH INDIA, 20TH CENTURY**

a pair and a further bangle, each of circular form, the hinged clasps in the form of two confronting elephant heads with intertwined trunks, decorated in polychrome enamel with floral designs and set with rubies and diamonds

the pair each 8 cm. max.; 198 g total weight(3)

£4,000 - 6,000

€4,600 - 6,900

US\$5,100 - 7,600

A Private Collection of Indian Art

Lots 19 - 34



19

**A RARE MUGHAL OPENWORK JADE HUQQA MOUTHPIECE
(MUNAL)**

INDIA, 17TH CENTURY

of characteristic waisted form with curved upper section and openwork panels, inlaid and decorated with paste in gold *kundan*, the paste to the lower section engraved with geometric and vegetal motifs
10 cm. high

£30,000 - 40,000

€34,000 - 46,000

US\$38,000 - 51,000

Provenance

Private UK Collection, London, formed in the early 20th Century and thence by descent.

The openwork form of this mouthpiece is unusual, with jade *munal* more commonly comprising solid carved pieces. A gem-set jade huqqa mouthpiece of comparable curved form dated to the 18th Century is in the Victoria and Albert museum, London (Accession Number 02538(IS)). For a further similar example sold at Christie's, see *Art of the Islamic and Indian Worlds including a Private Collection Donated to Benefit the University of Oxford*, 10 April 2014, lot 144.



20

**A MUGHAL ENAMELLED GOLD RING
NORTH INDIA, PROBABLY 17TH CENTURY**

the flaring oval bezel surmounted by a hamsa bird with pendant pearl in its mouth, the simple band with roundel to lower edge, decorated in white, red, green, blue and pale blue enamel, an undulating floral vine to the outer band, a flowerhead surrounded by bands of petals to underside of bezel

4.3 cm. max.; 17 g.

£25,000 - 35,000

€29,000 - 40,000

US\$32,000 - 44,000

Provenance

Private UK Collection, London, formed in the early 20th Century and thence by descent.

Published and Exhibited

A Kaleidoscope of Colours, exhibition catalogue, Antwerp 1997, p. 97, no. 76.

Jewellery of this type which was imported to Europe possibly influenced renaissance jewellery depicting enamelled animals. For a further discussion see Momin Latif, *Mughal Jewels*, Brussels 1982, pp. 140-147.





21

21
A MUGHAL JADE HILTED STEEL DAGGER (KHANJAR)
NORTH INDIA, 18TH/ 19TH CENTURY

the double-edged steel blade of slightly curved form with raised central spine, the jade hilt of waisted form with foliate quillons, the top curving towards a bifurcated foliate pommel with bud finial, carved foliate decoration to upper end of grip and between quillons; the associated scabbard with jade mounted to top and bottom, the chape engraved with floral motif to each side
33.5 cm. long(2)

£6,000 - 8,000
€6,900 - 9,200
US\$7,600 - 10,000

Provenance
Private UK Collection, London.



22

22
A CARVED JADE HILT
NORTH INDIA, 19TH CENTURY

of pistol form with foliate quillons, floral sprays to each side issuing from the quillons, the top of the pommel with flowerhead flanked by large foliate motifs
12.5 cm. max.

£3,000 - 5,000
€3,400 - 5,700
US\$3,800 - 6,300

Provenance
Private UK Collection, London, formed in the early 20th Century and thence by descent.



23

**A JADE-HILTED STEEL DAGGER (*CHILANUM*)
NORTH INDIA, 18TH/ 19TH CENTURY**

the double-edged watered steel blade of curved form, the hilt with baluster grip, foliate hand guard, the quillons and sides of pommel with scrolling foliate motifs, engraved with floral motifs and foliate bands, the later wood scabbard clad in silk with woven metal-thread decoration

33.4 cm.

£8,000 - 12,000

€9,200 - 14,000

US\$10,000 - 15,000

Provenance

Private UK Collection, London.

23



24



25

24

**A RARE GOLD-KOFTGARI STEEL DOUBLE DAGGER (KARD)
NORTH INDIA, 19TH CENTURY**

comprising two daggers, the smaller dagger concealed within the handle of the larger dagger, each with single-edged watered steel blade with flattened spine, hinged foliate elements to pommel, decorated in gold overlay with inscription-filled cartouches and partial cartouches filled with foliate interlace, the larger dagger with armour piercing tip and hinged pommel, button for opening to lower side of grip
36 cm. long(2)

£4,000 - 6,000
€4,600 - 6,900
US\$5,100 - 7,600

Provenance

Private UK Collection, London.

25

**A MUGHAL GEM-SET JADE PENDANT (HALDILI)
INDIA, 18TH/ 19TH CENTURY**

of cartouche form with suspension loop to the upper edge, engraved and decorated with inscriptions around a central oval colourless gemstone set in gold *kundan*
5.3 cm. wide

£4,000 - 6,000
€4,600 - 6,900
US\$5,100 - 7,600

Provenance

Private UK Collection, London, formed in the early 20th Century and thence by descent.

Published and Exhibited

A Kaleidoscope of Colours, exhibition catalogue, Antwerp 1997, p. 56, no. 37.

Inscriptions: the call to God to bless the Fourteen Innocents.

The forms of *haldili* are often derived from decorative cartouches found on Mughal buildings, manuscripts or on objects framing an inscription, as demonstrated in the present lot. They commonly feature religious inscriptions, and it was believed that wearing amulets such as these would control heart palpitations. For a Mughal or Deccani jade talismanic plaque of similar cartouche form and dated to the 18th Century, see Sotheby's, *Arts of the Islamic World, including Fine Carpets and Textiles*, 24 October 2007, lot 204.



26

**A MUGHAL RUBY-SET WHITE JADE LID MOUNTED AS A BOX
INDIA, 18TH CENTURY, THE BOX 19TH CENTURY**

of circular form, carved and decorated with a band of foliate motifs surrounding a central rosette set with a ruby, later mounted as a silver gilt box with hardstone base
the jade lid 7.5 cm. diam.

£7,000 - 9,000

€8,000 - 10,000

US\$8,900 - 11,000

Provenance

Private UK Collection, London, formed in the early 20th Century and thence by descent.

Published

Momin Latif, *Mughal Jewels*, Brussels, p. 157, cat. 13.

Jade Mughal boxes, of which the lid of the present lot likely belonged, were often decorated in this manner. An example with a similar round lid and decorative scheme with central ruby is in the collection of the National Palace Museum, Taiwan (see *Exquisite Beauty, Islamic Jades*, National Palace Museum, Taiwan, 2012, p.106, cat. 120).

27

**A DIAMOND-SET ENAMELLED GOLD AND PEARL NECKLACE
BENARES, LATE 18TH CENTURY**

comprising two strand of pearls with pendent gold elements of floral form decorated in pink, white, green and blue enamel with petals flanked by foliate motifs, each surmounted by a a quatrefoil motif set with a diamond

the lower strand 38 cm. long

£30,000 - 40,000

€34,000 - 46,000

US\$38,000 - 51,000

Provenance

Private UK Collection, London, formed in the early 20th Century and thence by descent.

Published

Momin Latif, *Mughal Jewels*, Brussels, p. 158, cat 14.

Benares became an enamel producing centre in the 16th Century when it replaced Jaunpur as an administrative capital for the Kingdom of Oudh. Kaisar Asha, a Persian who came to Benares between 1775 and 1797, is said to have introduced pink enamel to the city. For a diamond-set enamelled gold rosewater sprinkler with the same colour palette and dated to the early 19th century see *A Kaleidoscope of Colours*, exhibition catalogue, Antwerp 1997, p. 107, no. 91.





28

**A MUGHAL DIAMOND-SET ENAMELLED GOLD TOE RING
NORTH INDIA, 19TH CENTURY**

of circular form, the exterior set with diamonds in gold *kundan* forming a foliate vine on a ground of green enamel, the interior decorated in polychrome enamel with foliate motifs
2.2 cm. diam.; 22.5 g.

£8,000 - 12,000

€9,200 - 14,000

US\$10,000 - 15,000

Provenance

Private UK Collection, London, formed in the early 20th Century and thence by descent.

An example of a pair of gem-set toe rings dated to the 18th Century is illustrated in *A Kaleidoscope of Colours, Indian Mughal Jewels from the 18th and 19th Centuries (Een Streling Voor Het Oog, Indische Mogoljuwelen van de 18de en 19de eeuw)*, Antwerp, 1997, p. 100, cat. 81.

29

**A GEM-SET GOLD HEAD ORNAMENT MOUNTED AS A
NECKLACE**

NORTH INDIA, THE HEAD ORNAMENT 19TH CENTURY

the head ornament in the form of an openwork flowerhead, set with an emerald, rubies and diamonds in gold and silver *kundan*, all on a ground of blue enamel, the reverse decorated in polychrome enamel with floral and foliate motifs, with two suspension loops; the later necklace comprising five strings of alternating pearls and ruby beads, interspersed by diamond-set gold sections, terminating in a tassel comprising pearls and gemstones
the ornament 7.1 cm. diam.; 210.8 g.

£25,000 - 35,000

€29,000 - 40,000

US\$32,000 - 44,000

Provenance

Private UK Collection, London, formed in the early 20th Century and thence by descent.



30

**A GEM-SET GOLD NECKLACE
SOUTH INDIA, 19TH CENTURY**

comprising two rows of interlinked gold elements set with emeralds
and rubies in geometric designs, with screw clasp
39 cm. long; 200.8 g.

£30,000 - 40,000

€34,000 - 46,000

US\$38,000 - 51,000

Provenance

Private UK Collection, London, formed in the early 20th Century and
thence by descent.

Necklaces from South India often feature repeated gem-set gold
elements. For an example of such a necklace, see Molly Emma Aitken,
*When Gold Blossoms: Indian Jewellery from the Susan L. Beningson
Collection*, London, 2004, p. 103.





31

31
**A COMPLETE SET OF GEM-SET ENAMELLED JADE SHERWANI
BUTTONS**

INDIA, 20TH CENTURY

each of octagonal form with ribbed edges, set with diamonds, emeralds and rubies in gold *kundan* forming a flowerhead, the reverse with central roundel decorated in polychrome enamel with vegetal motifs, with attachment loop
the larger buttons 2.4 cm. diam. (13)

£6,000 - 8,000

€6,900 - 9,200

US\$7,600 - 10,000

Provenance

Private UK Collection, London.

The present lot comprises a set of buttons produced for a *sherwani*, a long-sleeved coat worn by men that falls below the knees and is fastened to the front with buttons, with further smaller buttons to each cuff. For a set of Indian synthetic ruby buttons of comparable form sold at Christie's, see *Elegance: Jewels, Watches & Handbags*, 25 May 2011, lot 271. For a further enameled example sold at Christie's, see *Fine Jewellery and Watches*, 15 April 2003, lot 44.

32
A PAIR OF DIAMOND-SET GOLD BANGLES
INDIA, 20TH CENTURY

each of hinged circular form, the exterior set with diamonds in rectangular settings, the sides decorated in green, white and red enamel with geometric designs
each 6.9 cm. diam.; 60 g. total weight (2)

£3,000 - 5,000

€3,400 - 5,700

US\$3,800 - 6,300

Provenance

Private UK Collection, London.

For an armband with a comparable decorative scheme, dated to the 18th Century, see Momin Latif, *Mughal Jewels*, Brussels, p. 166, cat 32.



32



33

**A GEM-SET ENAMELLED GOLD NECKLACE AND EARRINGS
INDIA, 20TH CENTURY**

comprising a necklace with thirteen pendant elements of flattened teardrop form set with tourmalines, above smaller teardrops set with diamonds surmounted by further round diamonds, the reverse decorated in green enamel with foliate designs, the earrings ensuite
the necklace 42 cm. max. long ; 78.2 g. total weight(3)

£12,000 - 15,000

€14,000 - 17,000

US\$15,000 - 19,000

Provenance

Private UK Collection, London.



34

A RARE INDO-PORTUGUESE MOTHER OF PEARL-INLAID WOOD CABINET

GUJARAT, 17TH CENTURY

of rectangular form with drop front opening to reveal seven drawers, each with gilt copper handle and decorated to the front with bands of mother of pearl quatrefoil motifs surrounded by plain borders, the exterior with panels containing alternating bands of mother of pearl quatrefoil and circle motifs surrounded by borders of mother of pearl triangle and circle motifs, the edges with gilt-copper mounts, gilt-copper lockplate, clasp, hasp and two gilt copper rings to front 32.3 x 24 x 20 cm.

£60,000 - 80,000

€69,000 - 92,000

US\$76,000 - 100,000

Provenance

Private UK Collection, London.

Gujarat is first mentioned as the centre of mother-of-pearl work in 1502, when the King of Melinde, on the East Coast of Africa, presented Vasco de Gama with a 'bedstead of Cambay, wrought with gold and mother of pearl, a very beautiful thing' (*The Three Voyages of Vasco da Gama*, London, 1869, quoted in Simon Digby, 'The mother-of-pearl overlaid furniture of Gujarat: the holdings of the Victoria and Albert Museum', in Robert Skelton et al (ed.), *Facets of Indian Art*, London 1986, p. 215).

Gujarati mother-of-pearl work traditionally comprises two types of work: items either made of or covered in mother-of-pearl (such as lot 36 in this sale), and items consisting of a wooden article covered in a dark mastic and inset with pieces of mother-of-pearl, such as an exceptional tray sold at Bonhams *Islamic and Indian Art*, 6 October 2015, lot 102. The present lot, however, is extremely unusual because it is directly comparable with a type of cabinet, produced in Gujarat or Sindh in the 17th Century, inlaid with ivory and not mother of pearl. For an example of such a cabinet with a similar decorative scheme in ivory, see Christie's *Arts & Textiles of the Islamic & Indian Worlds*, 11 October 2013, lot 619.





OTHER PROPERTIES

35 *

A MOTHER OF PEARL HILTED DAGGER GUJARAT, 17TH/ 18TH CENTURY

the single-edged watered steel blade with raised central ridge and flattened spine, the hilt mounted with mother-of-pearl plaques of chevron design, each held in place by three brass pins, the wood scabbard with gilt-copper mounts engraved with floral decoration, foliate suspension loop to one side, clad in brocade silk with pomegranate motifs
32 cm. long

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

Provenance

Private US collection.

In the 16th and 17th Centuries, the accounts of the Jesuit missionaries and foreign travellers often mention mother-of-pearl objects manufactured in Gujarat. These objects were usually intended for the Ottoman and Portuguese markets, but were also greatly appreciated in the Mughal court.

Comparative examples are in the Musée Guimet, Paris (MA 6825) and published in Simon Ray, April 2007, no. 26 both formerly in the collection of Krishna Riboud. See also Thierry-Nicolas Tchakaloff et al, *La Route des Indes: Les Indes et L'Europe: échanges artistiques et héritage commun, 1650-1850*, 1998, p. 106, no. 33; Simon Digby, 'The mother-of-pearl overlaid furniture of Gujarat: the holdings of the Victoria and Albert Museum', in Robert Skelton, Andrew Topsfield, Susan Stronge and Rosemary Crill (eds.), *Facets of Indian Art*, 1986, p. 215.



36

**AN INDO-PORTUGUESE MOTHER-OF-PEARL DISH
GUJARAT, 16TH/ 17TH CENTURY**

of shallow rounded form on a short foot, constructed from pinned sections of mother-of-pearl forming a flowerhead within a central roundel with an outer band of radiating panels, brass bands to foot
20.5 cm. diam.

£6,000 - 8,000
€6,800 - 9,000
US\$7,500 - 10,000

Provenance

By repute (according to documents accompanying the dish) given by Anne Boleyn (c. 1501 – 19 May 1536), Queen of England (1533-1536), second wife of King Henry VIII to Sir John Brereton Kt; given by Miss Brereton of Brereton Hall, Cheshire to Henrietta E. Sharpe (who has collateral descent from Sir John Brereton).

Acquired by a private collector from the Brereton family and thence acquired by Cameo Corner, Museum Street, Bloomsbury, London from the private collector, January – February 1940-1941.

Acquired by William H. Goodenough at Cameo Corner, Museum Street, London on the 13th of June, 1941 (£18).

Private UK collection.

Given the western shape of these dishes, they were initially thought to be European by art historians in the 19th Century. Gujarati dishes of this design are known to have been imported to Europe from as early as the second quarter of the 16th Century, based on a documented example in the Green Vaults in Dresden. The commissioning of Gujarati mother-of-pearl wares is particularly associated with the Portuguese in India. In some cases, these dishes are known to have accompanied larger mother-of-pearl ewers, as illustrated by two examples presently in the Victoria and Albert Museum in London (inv.no. 4282-1857 and 4283-1857). For a discussion on these garnitures of Gujarati mother-of-pearl articles, see A. Jaffer, *Luxury Goods From India: the art of the Indian Cabinet-Maker*, London : V&A, 2002, pp.38-39.



37 *

**A RARE STEEL PUSH DAGGER (KATAR)
PROBABLY DECCAN, 16TH/ 17TH CENTURY**

with double-edged European steel blade, the forte decorated in openwork with scrolling foliate vines, the cross-guard with openwork vegetal designs, the inner face chiselled with a central floral motif, the hilt of typical form with flaring sidebars decorated in openwork with scrolling foliate vines and terminating in a scalloped edge, the grips of baluster form with geometric motifs

51.4 cm. long

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

Provenance

Dr. Leo S. Figiel (1918-2013).

Butterfield & Butterfield, *The Dr. Leo S. Figiel Collection of Mogul Arms*, San Francisco, 24 August 1998, lot 2130.

Private US Collection.

During the late 16th and early 17th Centuries, the triangular blades of the 16th Century were replaced by European blades, the cut down versions of which were pouring into India at this time. Similar examples of *katars* with European blades are in the Metropolitan Museum of Art, New York, Acc. No. 36.25.1023 & 36.25.1021. For more information, see R. Elgood, *Hindu Arms and Ritual*, Delft, 2004, pp. 152-161.





38

38 *

**A BRASS ELEPHANT WITH CANOPY
DECCAN, 17TH CENTURY**

on a slightly curved stepped rectangular base engraved with a lotus flower, extensively caparisoned, a four pillared canopy on its back with dome and bud finials, containing a central figure, suspension loops to both sides

30.5 cm. high

£1,500 - 2,000
€1,700 - 2,300
US\$1,900 - 2,500

Provenance

Private US collection.



39

39 *

**AN ENGRAVED BRASS EWER
DECCAN, 17TH/ 18TH CENTURY**

of piriform on a stepped foot, the gadrooned body rising to an hexagonal shoulder, neck and mouth with hinged domed cover surmounted by a bud finial, the waisted neck with moulded band, with faceted serpentine spout terminating in a flower head, the curved handle terminating in a palmette, engraved and decorated to the body and handle with vegetal scrollwork, the neck and spout with foliate motifs

29 cm. high

£2,000 - 3,000
€2,300 - 3,400
US\$2,500 - 3,800

Provenance

Private US collection, acquired in London circa 2003.

For a similar example dated to the 17th Century sold at Christie's see, *Art of the Islamic and Indian Worlds*, 8 April 2008, lot 282.





میل حضرت کوثر کلاں

Maharajah Anand Gajapati Raj Manoh
Sultan Bahadur

مہاراجہ انند گجپتی راج مانو

سیرنگھڑہ

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توپخانہ

Colonel Forde and the Battle of Condore

THE PAINTING

For another similar large painting (75 x 132 cm.) of this battle scene, with variations in the composition, see J. Bautze, *Interaction of Cultures: Indian and Western Painting - the Ehrenfeld Collection*, Alexandria (VA), 1998, pp. 140-143, no. 34. Both paintings are in the tradition of large South Indian battle scenes of the late 18th and early 19th Century, examples being those depicting the subjects such as the Battle of Pollilur (1780) between the forces of Haider Ali and Company troops, which were probably produced at Seringapatam (see, for example, Sotheby's, *Arts of the Islamic World*, 6th October 2010, lot 60; 30th March 2022, lot 70). These seem to combine the large heavily-peopled procession scenes of South India, and European 18th Century portrayals of battle.

THE BATTLE

The Battle of Condore took place near Masulipatam on 9 December 1758 during the Third Carnatic War, an Indian extension of the Seven Years' War between the European powers. An Anglo-Indian force under the command of Colonel Francis Forde (who appears on horseback just to the right of centre, with an inscription 'Karnal Ford') attacked and defeated a similarly sized French force under the command of Hubert de Brienne, Comte de Conflans, capturing all their baggage and artillery. The victory allowed the British to lay siege to Masulipatam, which they stormed on 25 January 1759, ending French power in the Deccan.

Part of a slightly later official Company account of the battle reads as follows:

The French battalion of Europeans was in the centre of the line, with thirteen field-pieces, divided on their flanks, the horse 500 were on the left of the battalion; 3000 sepoy formed the right wing, and the same number the left, and with each wing were five or six pieces of cumbersome cannon. The English army drew up with their Europeans in the centre, the six field-pieces divided on their flanks; the 1800 Sepoys were likewise equally divided on the wings.

The spoil of the field and camp was 30 pieces of cannon, most of which were brass; 50 tumbrils, and other carriages laden with ammunition; seven mortars from thirteen to eight inches, with a large provision of shells; 1000 draught bullocks, and all the tents of the French battalion. Three of their officers were killed in the field, and three died of their wounds the same evening; 70 of their rank and file were likewise killed, or mortally wounded: six officers and 50 rank and file were taken prisoners, and the same number of wounded were supposed to have escaped. Of the English battalion, Captain Adnet and 15 rank and file were killed; Mr Macguire, the paymaster, and Mr Johnstone, the commissary, who joined the grenadiers, two officers, and 20 of the rank and file, were wounded; the Sepoys had 100 killed and more wounded. No victory could more complete.

History of the Military Transactions of the British Nation in Indostan from the Year MDCCXLV, 1778. (For the full account of the battle, from which the above paragraphs are taken, see Bautze (op. cit.), pp. 141-143).

While the Battle of Plassey in June 1757 had secured the possession of Bengal, Clive felt that British authority could not be considered as safely established until the French were driven out of the Deccan. The able French officer M. de Bussy had built up French power in the Northern Circars (*sarkars*) between the Company's two eastern presidencies. De Bussy had secured the grant of these coastal districts from the Nizam, and had established an efficient system of administration and organised a powerful army. At the beginning of 1759 the Comte de Lally, the governor-general at Pondicherry, suddenly recalled de Bussy from Masulipatam, and appointed M. Conflans, a less competent officer, to succeed him. At this juncture Colonel Forde landed at Vizagapatam with a small force of five hundred Europeans, two thousand sepoy, and twelve guns. He at once advanced against Conflans, and, after defeating him at Condore, took Rajamahendri and all the baggage of the French army. After some delay due to lack of pay for the troops, he quieted his soldiers by promising them the booty in Masulipatam. After victory at Condore he laid siege to the city, storming the town on 25 January 1759, in the process losing a third of his force, but the city was taken, and five hundred French soldiers and 2,100 of their sepoy surrendered. The French thus lost their foothold in the Deccan.

COLONEL FORDE

Francis Forde (1718–1770) was born in Seaforde in Ireland, the seventh son of Mathew Forde MP. After Trinity College Dublin, from which he graduated in 1738, he joined Colonel Aldercron's 39th Regiment of Foot, arriving in India in the mid-1740s during the War of the Austrian Succession. By 1746 he was a Captain. In 1755 at the request of Clive he resigned his commission in the regular British Army to take up a post in the East India Company's forces. He was soon the British second in command in Bengal following the Battle of Calcutta. He later served with Clive at the Battle of Plassey, which is always held to have cemented British power in Bengal and India generally.

In a book about his illustrious ancestor, Lionel Forde wrote: 'His short and brilliant military career may be truly described as meteoric. With one exception his military actions were markedly successful' (L. Forde, *Lord Clive's Right-Hand Man: a Memoir of Colonel Francis Forde*, London 1910, p. xiii; see also especially pp. 53-61 on the Battle of Condore (available online)).

Forde was both publicly and privately thanked by Clive after Condore and the capture of Masulipatam, but he was disappointed when he found, on returning to Calcutta, that after having resigned his commission in the King's army the directors of the East India Company had refused to confirm his commission in their service. Nevertheless he was ready to assist Clive in his operations against the Dutch at Chinsurah, and Forde was the recipient of Clive's famous note (in pencil on the back of a playing card) when Forde reported that the Dutch were in a favourable position to be attacked, and that he only wanted an order in council to attack. 'Attack at once; will send order in council,' was Clive's response, going back to his game. Forde attacked, and completely defeated the Dutch.

Clive obtained a company's commission for Forde. On his recommendation he was appointed as one of the three supervisors who were to be despatched to India with full powers to examine every department of the administration of the East India Company. They set sail in the frigate *Aurora* in September 1769. The vessel left the Cape of Good Hope on 27th December 1769, but the ship disappeared en route to India and Forde was believed drowned with the rest of the passengers and crew.



40

A LARGE PAINTING DEPICTING THE BATTLE OF CONDORE IN DECEMBER 1758, DURING THE THIRD CARNATIC WAR, WITH EAST INDIA COMPANY TROOPS UNDER COLONEL FORDE ENGAGED AGAINST FRENCH TROOPS AND THEIR ALLIES SOUTH INDIA, 19TH CENTURY

gouache and oil on canvas, *nasta'liq* and English inscriptions on painted surface naming Colonel Forde and others, an inscription, perhaps the artist's, at lower right *Prashad, 1796*
82 x 140 cm.

£50,000 - 70,000

€57,000 - 80,000

US\$63,000 - 89,000

Provenance

Bonhams, *Islamic and Indian Art*, 16th October 2003, lot 62.
Private UK collection.

The date of the painting is probably around the middle of the 19th Century. The signature and apparent date *Prashad, 1796* would seem to be either spurious or a reference to an earlier work.

The English inscriptions read:

Toosee Deelam (left): possibly a garbled reference to the Frenchman de Bussy (who did not in fact fight at the battle).

Maharajah Anand Gajapati Raj Maneh Sultan Bahadur (right, on the British side).

The various identifying inscriptions in Persian are as follows: Khwajah Shukrullah; Dhu'l-Faqar Khan; Raja Jagti Raj; Khwajah Habibullah; Birlad Bahadur; Muhammad Husayn; Karnal Ford [Colonel Forde]; Sayyid Muhammad, Arab commander (*sardar-i 'arab*); Maharaja Anand Gajapati Raj Maneh Sultan Bahadur.

41 Y Φ

**A VIZAGAPATAM ENGRAVED-IVORY MOUNTED SANDALWOOD BUREAU CABINET
SOUTH INDIA, CIRCA 1800**

in two parts, the lower element on four bracket feet with hinged fall front opening to reveal a fitted interior with seven drawers, three pigeon holes and two concealed upright compartments disguised as columns, a large drawer to the front fitted with lidded divisions and four glass bottles, the upper element of rectangular form with stepped cornice and four drawers to the front flanked by hinged doors, a larger drawer above, the doors opening to reveal three further drawers and four pigeon holes to each side, decorated in ivory veneer etched with borders of trailing flowers and foliage, each leg with a *makara* 87 x 62 x 37 cm.

£30,000 - 40,000

€34,000 - 45,000

US\$38,000 - 50,000

This is a miniature version of a full-sized English bureau-cabinet made with sandalwood and veneered with ivory, with etchings in lac. This miniature bureau-cabinet showcases the flourishing international port of 18th and 19th Century Vizagapatam and its deep involvement with the English and European markets. The small size of these furniture pieces made them easily transportable and therefore more marketable to the many travellers and traders passing through the busy port (Amin Jaffer, *Luxury Goods from India: The Art of the Indian Cabinet-Maker*, London 2002, p. 80).

The components of the cabinet reference the English furniture industry, while the floral engravings reproduce the patterns on the textiles made in Vizagapatam for export to the European market (ibid.). The furniture piece itself is assembled by Vizagapatam's expert craftsmen out of high-quality luxury materials, thanks to the city's access to natural resources like ivory and different timbers.

For a similar ivory-veneered miniature bureau-cabinet, see Jaffer, pp. 80-81, no. 33. The version published by Jaffer includes additional lac engravings of trees and architecture based on European print sources.

This lot has been registered as exempt from the prohibition in the United Kingdom on dealing in ivory in accordance with the Ivory Act Section 2(2). Certificate reference no. HH57UDQB.





42 W

**TWO CARVED EBONY CHAIRS
CEYLON, 1820-25, INCORPORATING PANELS FROM THE
COROMANDEL COAST OR CEYLON 1680-1720**

each incorporating earlier panels to the back, the arms, the borders of the seat, the sides and front, carved with scrolling floral interlace, the arms terminating in scrolls, with drop-in caned seat
89 x 54.4 x 51 cm.; and 89 x 58 x 53 cm.(2)

£4,000 - 6,000
€4,600 - 6,900
US\$5,100 - 7,600

Provenance

Private UK collection, acquired circa 1970 in Belgravia, London.

Ebony furniture made in the Coromandel Coast, Ceylon and Batavia in the 17th Century was often confused for Tudor furniture during the late 18th and 19th Centuries, due both to its presence within English collections as well as formal similarities, including its dark colour, rigid forms and the use of twist-turning. A further popular misattribution was to the Indo-Portuguese world. The present lot is an example of 19th Century Ceylonese manufacture which produced furniture suited to contemporary tastes whilst incorporating panels from the aforementioned 17th Century ebony examples. It has been suggested that the production of this furniture can be located to the Galle District in Ceylon (A. Jaffer, *Furniture from British India and Ceylon*, London, 2001, pp. 130-132). For a comparable example of a 19th Century pair of ebony armchairs incorporating earlier panels in the Royal Collection and for further discussion, see A. Jaffer, *Furniture from British India and Ceylon*, London, 2001, pp. 130-142 & p. 131, Fig. 58. A 17th Century example is in the Victoria and Albert Museum (Accession Number IS.48-1886).



43 *

**A GROUP OF TEN PAINTINGS DEPICTING TRADESPEOPLE
SOUTH INDIA, TANJORE, CIRCA 1825-30**

watercolours on watermarked paper, two with watermark *J Whatman*
1822, black margins, French numbered inscriptions in lower borders
375 x 233 mm.(10)

£5,000 - 7,000

€5,700 - 7,900

US\$6,300 - 8,800

The subjects are as follows:

A pilgrim carrying a wood *kavati*.

A 'bourgeois' man and his wife.

A barber with cut-throat razor, and his wife.

A merchant and his wife.

A cutter of reeds and his wife, who carries an infant in a sling.

A labourer with his wife and child.

A man carrying heavy jars on a yoke across his shoulders.

A man winding wool with his wife.

A female dancer or acrobat, with a male drummer ('Jongleur').

A seller of silk and his wife, winding the thread.

A figure carrying a *kavati*, with the same feathers and carved ends depicting Hindu deities, appears in an album of ninety-one paintings, dated circa 1830-35, in the British Museum (see A. L. Dallapiccola, *South Indian Paintings*, London 2010, pp. 185, no. 15.1).



44

**MAHARANA ARI SINGH (REG. 1761-1773) HUNTING WILD BOAR ON HORSEBACK
UDAIPUR, BY THE ARTIST SHIVA, DATED 14TH MAGH VS 1820/16TH FEBRUARY 1764**

gouache and gold on paper, inscribed verso in *nagari* script in two different hands
225 x 405 mm.

£8,000 - 12,000

€9,000 - 14,000

US\$10,000 - 15,000

The inscription on the reverse is in two different hands with the name and titles of the Maharana, the subject of the painting, the name of the horse and the name of the painter Shiva. Above this is the Mewar royal inventory number, 3/246, written in red ink, indicating that this painting is number 246 out of the total of 410 serial numbers from Ari Singh's reign (see A. Topsfield, 'The royal paintings inventory at Udaipur', in J. Guy (ed.), *Indian Art and Connoisseurship: Essays in honour of Douglas Barret*, 1995, p. 192).

The inscription begins with the word *shri* then continues with three lines stating that this is the likeness of *shri maharaja dhiraja maharajah i ar(i) singh*, mounted on the horse *siv sar nisar prasad*, [from the] brush of the artist Shiva, given as *nazar* (gift) on the 14th of the bright half of the month of *Magh* VS 1820/16th February 1764.

The painting, with its strong composition based on parallel diagonals, develops a variation on more typical hunting scenes, as Maharana Ari Singh comes to the rescue of a dismounted hunter who is being attacked by an enraged wild boar. Ari Singh has already hit the back of the boar's neck with an arrow and is preparing another.

Despite his unpopularity and ruthlessness, Ari Singh presided over a flourishing period of painting. During the first two years of his reign, 1761-1762, his artists produced a large number of equestrian procession scenes, showing him mounted on his favourite stallions with an entourage of up to twenty attendants on foot, a convention developed under Maharana Sangram Singh (see A. Topsfield, *Court Painting at Udaipur: Art under the patronage of the Maharanas of Mewar*, 2002, p. 199). There were also equestrian portraits of the Maharana on his own, exercising and practising (see for example A. Topsfield, *Paintings from Rajasthan in the National Gallery of Victoria*, 1980, pp. 120 and 123, nos. 170 and 179).

In other paintings he is shown shooting wild boar from his horse while out hunting in the hills surrounding Udaipur. For a depiction of Ari Singh shooting boar on horseback, see Topsfield, op. cit., 2002, p. 201, fig. 182. See also Topsfield, 1980, p. 121, no. 171 for a large hunting scene where Ari Singh appears three times on horseback in a continuous narrative, shooting a wild boar eventually killed by his hounds. For another painting by Shiva, dated 1762, showing Ari Singh hunting wild boar on his horse Chaturbhuj Pasav, see Simon Ray, *Indian and Islamic Works of Art*, 2011, pp. 140-141, no. 61. For Ari Singh hunting bear, by the artist Jugarsi, see Oliver Forge & Brendan Lynch, *Indian and Persian Painting 1590-1840*, London 2014, no. 22.

Shiva, the son of Naga and grandson of Bhagvan, was a junior artist at the Mewar court in Udaipur. A painting by Shiva dated 1761 depicting Ari Singh practicing horsemanship is illustrated in Andrew Topsfield, *The City Palace Museum, Udaipur: Paintings of Mewar Court Life*, 1990, p. 54, cat. no. 17; also p. 53, no. 16, Maharana Raj Singh II riding in procession to the Saranesvarji temple, in which Shiva collaborated with the senior artists Syaji and Sukha.



45

MAHARANA ARI SINGH (REG. 1761-73) RIDING AHEAD OF A RUNAWAY ELEPHANT WHICH HAS THROWN ITS MAHOUT UDAIPUR, DATED JETH SUD 1, VS 1818/3RD JUNE 1761

gouache, gold and silver on paper, red border, *nagari* inscription verso 252 x 442 mm.

£10,000 - 12,000

€11,000 - 14,000

US\$13,000 - 15,000

Provenance

Mewar Royal Collection, Udaipur (from 1761).

The British Rail Pension Fund, prior to 1978.

Sotheby's, *Indian Miniatures: the Property of the British Rail Pension Fund*, 26th April 1994, lot 43.

The *nagari* inscription on the reverse in Hindi identifies Maharana Ari Singh, and the number 3/234. It also records the fact that the picture entered the royal picture store on VS 1818, *jeth sud* 1/3rd June 1761.

The theme of elephants breaking loose from their chains and running amok was established in the Mughal period (notably in illustrations to the *Akbarnama*) and became particularly popular in the Rajput courts of the 18th century. The ruler's ability, whether Akbar or a Rajasthani prince, to master the *musth*-enraged bull elephant is a symbol of his ability to preside over an unruly populace and ride above political dissent, just as a king's skills in hunting, horse riding and archery celebrate and legitimise his kingship and right to rule. Enraged elephants present an extreme challenge as the beasts rage with hormonal levels of testosterone sixty times above the norm and are thus prone to anger.

Ari Singh holds a *tulwar* in his right hand, still sheathed in a red velvet scabbard - which indicates that he has no intention of using it on his prize elephant nor hurting the valuable beast, but is merely drawing its attention and moving it away from the thrown mahout. The elephant has broken chains around both rear ankles.

For a Devgarh version, circa 1800, of this subject in the style of Bagta, see Simon Ray, *Indian & Islamic Works of Art*, 2007, pp. 120-123, no. 50.



46

A GOLD KOFTGARI STEEL SWORD (TULWAR) WITH HUNTING SCENES

RAJASTHAN, 19TH CENTURY

the single-edged steel blade of curved form, chiselled and decorated in gold overlay with hunting scenes to each side, the hilt with further hunting scenes, later wood scabbard clad in red velvet
82.2 cm. long

£2,500 - 3,500

€2,900 - 4,000

US\$3,200 - 4,400

Provenance

Private UK collection.

A sword with similarly chiselled hunting scenes to the blade is in the Metropolitan Museum of Art, New York, acc. no. 36.25.1506a, b.

47 *

A LARGE PAINTING ON CLOTH DEPICTING A NOBLEMAN HOLDING A COSMIC DIAGRAM (ADHAIDVIPA)

RAJASTHAN, 19TH CENTURY

gouache on cloth
181 x 119.5 cm.

£5,000 - 7,000

€5,700 - 7,900

US\$6,300 - 8,800

Diagrams illustrating the Jain conception of the cosmos, with the lower (*adholoka*) and middle (*madhyaloka*) worlds, and the heavens (*urdhvaloka*), appear in self-contained paintings of various sizes. Here the depiction is combined with a human figure, in the form of a nobleman, in a variation on the *lokapurusha* painting, which depicts the relationship between human beings and the cosmos by making a visual comparison between the body and the universe. In these cases, the cosmic being has the circular *jambudvīpa* (representing the world and its continents) at its navel, and further levels of heaven and hell are depicted expanded into the body with further stylised cosmological diagrams. In our painting the relationship between cosmos and human might be said to be more explicit, with the cosmos in one diagram, and the human figure depicted in 'realistic' terms. See P. Pal, *The Peaceful Liberators: Jain Art from India*, Los Angeles 1994, no. 103, for an example and discussion of the type.

For a very similar painting, depicting apparently the same figure and the same cosmological diagram, with minor differences (notably the mythical beasts in each corner), see Christie's New York, *Indian and Southeast Asian Art*, 21st September 2007, lot 255.





PROPERTY FROM THE COOMARASWAMY COLLECTION

48

**AN ILLUSTRATION FROM A NAYIKA SERIES: VIRHINI NAYIKA
GULER OR KANGRA, CIRCA 1800**

gouache and gold on paper
203 x 133 mm.

£10,000 - 15,000

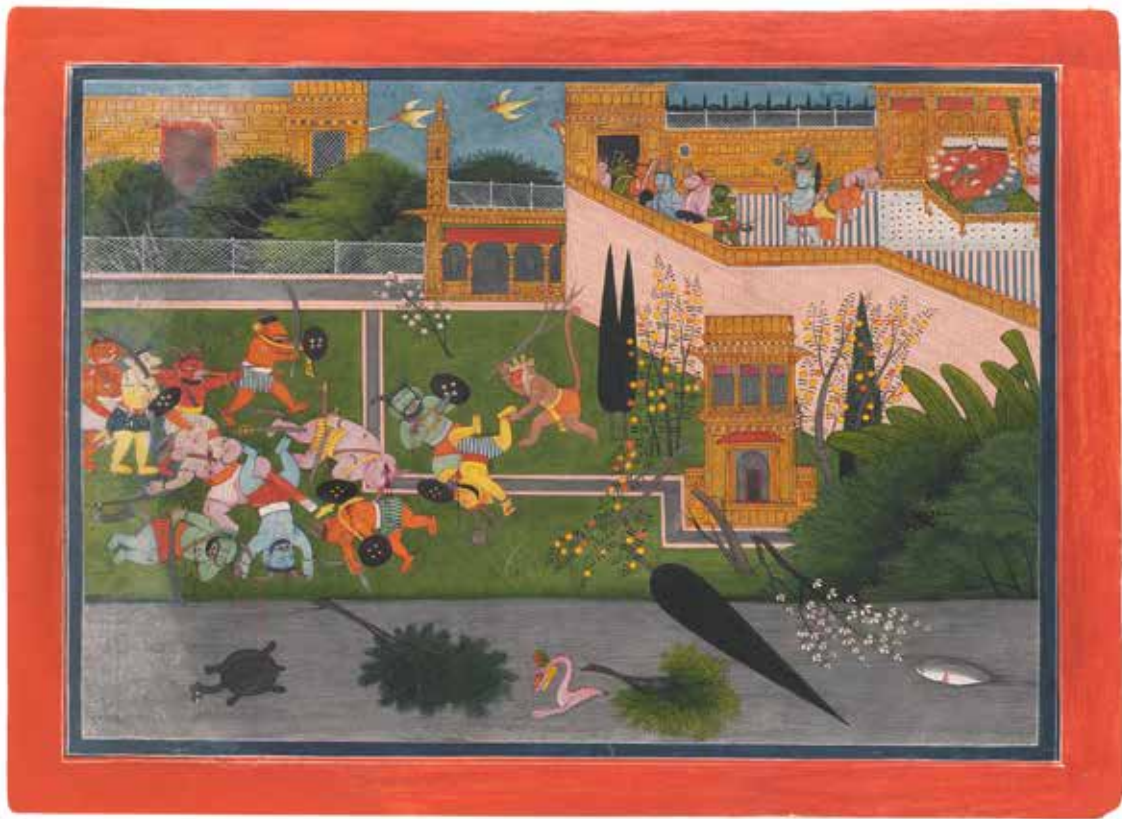
€11,000 - 17,000

US\$13,000 - 19,000

Provenance

The collection of Ananda K. Coomaraswamy (1877-1947).
On loan to the Fogg Art Museum (label on backboard, 10415.9 - AKC).
Thence by descent.

Against an almost frosted white background, the *nayika*'s bleak disposition is amplified by the sharp and barren tree that stands almost as a spiky halo, reflecting her despair. The birds mating in the dead of winter only serve to remind the viewer of the heroine's loneliness by contrast. Comparison can be made with another *nayika* page of a jilted heroine with a similar moonlit palette in P. Pal, *Pleasure Gardens of the Mind: Indian Paintings from the Jane Greenough Green Collection*, Los Angeles 1994, pp. 84-85, no. 27. Pal notes the pale and subdued palette, which expresses not only the moonlight in which that scene is bathed, but also conveys the romantic nature of the subject.



OTHER PROPERTIES

49

AN ILLUSTRATION TO THE RAMAYANA, DEPICTING HANUMAN FIGHTING THE RAKSHASAS, THE GENERALS OF THE DEMON-KING RAVANA

CHAMBA, CIRCA 1800-1810

gouache, gold and silver on paper, narrow blue inner border, red outer borders

268 x 365 mm.

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 25,000

Provenance

Formerly in the collection of Dr Alma Latifi, CIE, OBE (1879-1959). Private collection, London.

Dr Latifi, a high-ranking civil servant, collected Indian works of art from the 1930s to the 1950s. He amassed a substantial collection of Indian paintings from which some paintings were loaned to the Royal Academy exhibition in London, *The Art of India and Pakistan* in 1947 and 1948.

As part of the attempt to rescue the imprisoned Sita, Hanuman provokes the armies of Ravana in order better to ascertain their strength and perhaps come face to face with the demon-king. He begins by destroying the Ashoka grove, tearing up whole trees and generally laying waste to the ornamental grounds. This provocation succeeds, with an army of eighty thousand demons being sent against Hanuman - which, however, he destroys, uprooting more trees and laying about him. Ravana, furious, sends out his most powerful warriors, including Jambumalin, whom Hanuman crushes to death.

Ravana sends out the seven sons of his seven ministers in chariots, accompanied by a large army with elephants and horses. They aim a thousand arrows at Hanuman, to no avail. He destroys the entire force. Then in our painting five demon generals - Virupaksha, Yupaksha, Durdharsha, Praghosa and Basakarna - and their troops are all ground to death by the peak of a mountain which Hanuman tears off. Finally, Hanuman slays the youthful warrior Aksha, but not without regret at his young life. The demons are left amazed and concluding that Hanuman is not a monkey but a demi-god.

This illustration is part of a *Ramayana* series of fifteen paintings attributed to early 19th Century Chamba. The architecture is particularly distinctive, with individual bricks carefully depicted. A similar feature is seen in the *Sudama-Charita* series of 1775-90 from Garhwal, yet the treatment of landscape and oceans is closer to that found in Chamba. The Chamba *Aranya Kanda* (1780-85) is again similar but the present series lacks a little of the earlier refinement. Hence 1800-1810 has been suggested, since it allows enough time for Garhwali stylistic influence to be felt following the flight of artists from Garhwal to Chamba to escape the Gurkha conquest of 1804. For further discussion, see Simon Ray and Jeremiah Losty, *Fifteen Paintings depicting the Adventures of Hanuman on Lanka from the Ramayana*, Simon Ray, London, 2016.

For other examples from the series see Christie's, *Art of the Islamic and Indian Worlds*, 27th October 2022, lot 196; Christie's New York, *Indian, Himalayan and Southeast Asian Works of Art*, 23rd March 2022, lot 475.



50

50 *

**A KASHMIR SHAWL DESIGN BY ANTHONY BERRUS
PARIS, DATED 1855**

gouache on paper, signed and dated lower right
743 x 297 mm

£4,000 - 6,000
€4,500 - 6,800
US\$5,000 - 7,500

Anthony Berrus was an important French shawl designer who founded his atelier in 1840. He was one of the most creative artists of the 19th century, personally sketching all designs from his studio, and his work influenced production both in Europe and in Kashmir. He exhibited a number of his designs at the Paris Exposition Universelle in 1855, the same year that this design was produced. For a further discussion of his work see Frank Ames, *The Kashmir Shawl*, Woodbridge, 1986, pp. 153-158.



51

51 *

**A FINE SIKH WOVEN WOOL SHAWL
KASHMIR, CIRCA 1840**

of rectangular form, woven in polychrome wool with a series of arches to each end filled with large foliate sprays, the inner boarder with a further arcade filled with foliate sprays, the central panel with *boteh*, large flowers and floral interlace, the outer borders with large floral motifs interspersed by split-palmettes, fringed border to each end with embroidered spandrels and floral decoration
344 x 142 cm.

£4,000 - 6,000
€4,500 - 6,800
US\$5,000 - 7,500

Maharaja Ranjit Singh (1780-1839) established the Sikh empire in 1799 when he captured the city of Lahore, and in 1819 he gained control of Kashmir after defeating the Afghans. Sikh rule only lasted for twenty-seven years in Kashmir (1819-1846), but in this short time there was a monumental creative transformation within the Kashmir shawl industry.

For the full note on this lot, see the online catalogue.



52 *

**AN EMBROIDERED FIGURAL SHAWL (AMLI RUMAL)
KASHMIR, 19TH CENTURY**

of square form, comprising polychrome silk embroidery on a brown cotton ground with a large central roundel containing a series of foliate cartouches filled with various figures including seated and mounted noblemen, maidens and *peris*, surrounded by a border containing an arcade filled with seated maidens, the spandrels with nobles and *mahouts* seated on elephants, the interstices and outer border with quadrupeds and birds

168 x 172 cm.

£4,000 - 6,000

€4,500 - 6,800

US\$5,000 - 7,500

The present lot is an example of a figural *amli rumal*, an embroidered shawl which demonstrates the evolution of Kashmir shawls by the 19th Century, from simpler floral designs to more complex figural motifs. For a comparable shawl sold at Christie's, see *Indian and Himalayan Art Online Featuring the John C. and Susan L. Huntington Collection*, 28 September 2022, lot 24. For a further example of a figural *amli rumal*, see Bonhams Skinner, *Rare Textiles*, 1 March 2023, lot 188.

‘There is, in truth, a good deal of life and movement to be seen from the crumbling steps of Vazir Khan’

53 *

EDWIN LORD WEEKS (AMERICAN, 1849-1903)

The Steps of the Wazir Khan Mosque, Lahore
signed and inscribed ‘E L Weeks/Lahore’ (lower left)
oil on canvas
46.5 x 56cm (18 5/16 x 22 1/16in).

£25,000 - 35,000

€29,000 - 40,000

US\$32,000 - 44,000

Provenance

Anon. sale, Bukowskis, Stockholm, 26 May, 2009, lot 255.
Private collection (acquired at the above sale).

The two most famous mosques in Lahore are the Badshahi Mosque and the Mosque of Wazir Khan. The latter was completed forty years after the former, commissioned by Hakim Aliuddin Khan, a nobleman at the court of the Emperor Shah Jahan, who promoted him *subadar* of the Punjab.

The extensive inscriptions around the gateway include:

*This edifice, which, like the sanctuary of heaven, is the source of bounty.
Has, like the temple of Ka'ba, for its object the benefit of mankind.
To the congregation may its gate ever remain open with prosperity until the day of resurrection.
When I asked of Reason the date of the foundation of this magnificent mosque, it answered: 'This is the place of worship of the pious' [that is, AH 1044/AD 1634].
When I asked of Reason the date of its foundation, it answered: 'Say the founder of this Mosque is Wazir Khan'.*

It was well known for the many shops and stalls surrounding it, which included both booksellers and bookbinders, as well as the barbers and other tradespeople depicted here by Weeks - in fact, Wazir Khan had specifically decreed that the revenues from the shops were to be used for the upkeep of the mosque.

Emily Eden, the sister of the Governor-General, Lord Auckland, visited in December 1838 during her time at the court of Maharajah Ranjit Singh, and found it splendid but dilapidated (and surrounded by crowds of people, who appear to have laughed at how she was dressed). Around forty years after that, J. Lockwood Kipling (the father of Rudyard), and first Principal of the Mayo School of Art in Lahore, was also lamenting that ‘year by year less attention seems to be paid to its maintenance, and the painted work is in a dilapidated state of neglect’. He was regretful because ‘This beautiful building is in itself a school of design’, and ‘it seems of the highest importance to secure careful copies for preservation in the Museum and School, and there could be no better training for our young decorators’ (quoted in Aijazuddin, op. cit. below, p. 113).

It was also sketched and painted more than once by William Simpson in 1860 (Aijazuddin, nos. 60 and 61), and it appeared in engraved illustrations in *Original Sketches in the Punjab* (1854) and the *Illustrated London News*, as well as numerous photographs in the 1870s. See F. S. Aijazuddin, *Lahore: illustrated views of the 19th Century*, Middletown 1991, pp. 106-115, nos. 57-64.

It was doubtless this picturesque character, as well as the tile-work and the imposing nature of the building, which attracted Weeks. He produced a number of variations on the scene, with different street-vendors, and a wider focus, drawing back and showing more of the street in front of the gateway (as in the large 62 by 96-inch canvas *An Open-Air Restaurant, Lahore, India*), but then also - as here - up close (for another instance, see Christie's New York, *19th Century Art and Orientalist Art*, 24th October 2007, lot 108).

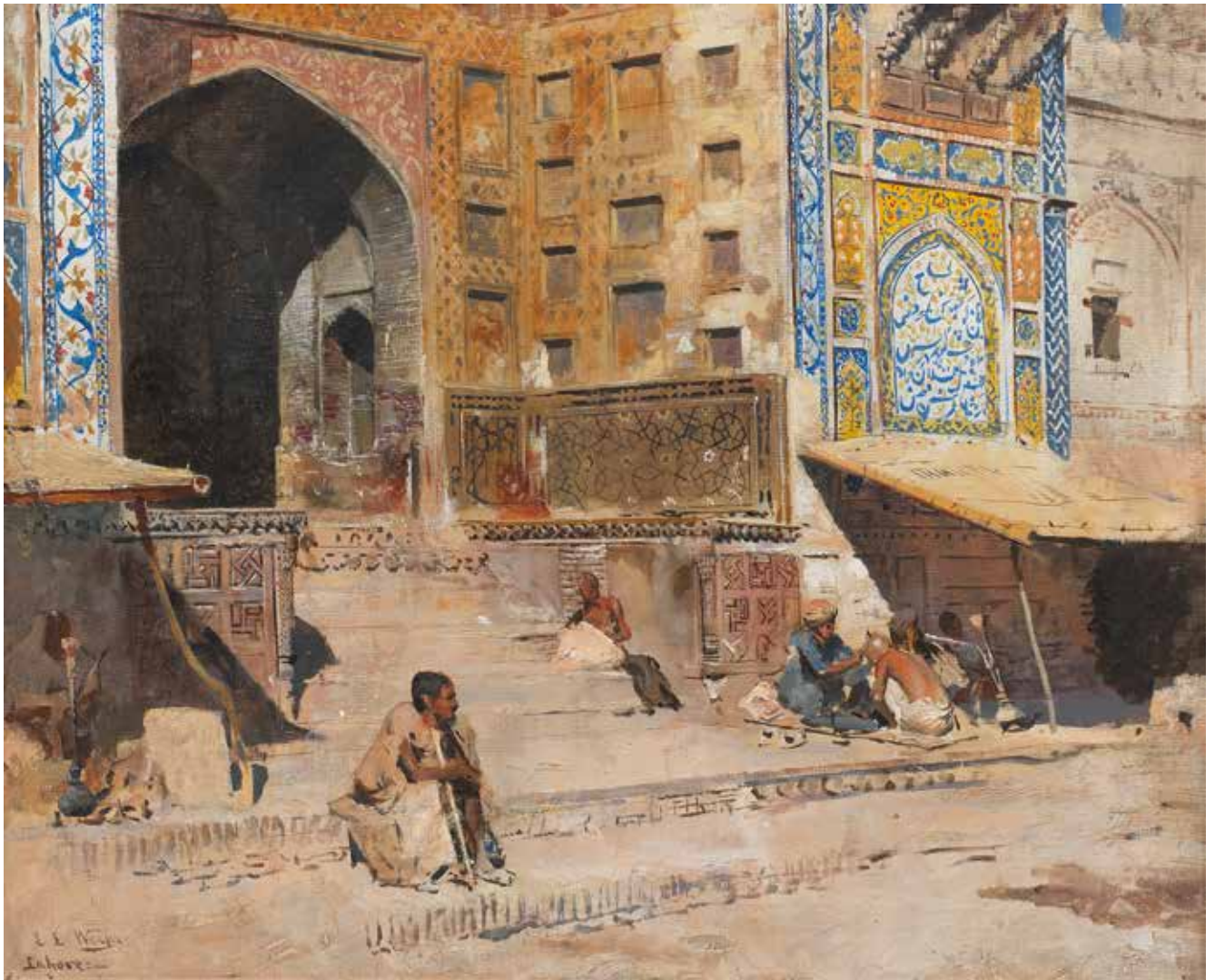
Weeks first encountered the great city of Lahore in 1888, on his second expedition to India. He travelled widely in India in 1882-83, and later in 1888 and 1893, and published an account of his journey in *From the Black Sea through Persia and India* (1895). Of the mosque he wrote (pp. 176-178):

The entire front of the gateway is a brilliant mosaic of the kind known as 'kashi-work,' and the four massive towers, as well as the facade of the inner court, repeat the same scheme of blue and yellow and faded green. Age has but mellowed the tone of the whole edifice, and the great Persian letters of the inscription over the main entrance are still resplendent in vivid turquoise blue, which translates as 'Remove thy heart from the gardens of the world, and know that this building is the true abode of man'.

The frescoed walls within the niche, of which the ornamentation above is less deeply indented than in the Persian examples of similar work, have taken on a rich bituminous and smoky tone like an old painting; and the dado above the square platform on each side of the steps, which is of marble, once white, threaded with slender black lines forming interlaced stars and hexagons, has been toned by age and the contact of many garments to a golden brown. The venerable Mussulmans [Muslims] privileged to pass their lives on the steps and the lounging-place on either side may be seen there at any time of the day [...] When not asleep or otherwise employed they appear to be absorbed in vague speculations upon the infinite, but, like their European imitators, are doubtless dreaming of mere material things. It is their custom to begin the day with a sort of dress parade-a minute investigation of their tattered raiment.

Having completed their inspection, they proceed to select a, sunny exposure if in winter, or when the hot winds blow they retreat into the dim brick-vaulted corridor provided for their comfort by the munificence of an imperial Vizir, and proceed to do nothing. A few of the elect, whose heads are well thatched with a shock of black hair, and with faces tanned to the colour of burnt sienna, have literally gone to the dogs, and grovel in the dust at some distance from the steps among the canine frequenters of the sacred spot; their unique garment being of the same colour as the ground, they are scarcely distinguishable from it.

There is, in truth, a good deal of life and movement to be seen from the crumbling steps of Vazir Khan.



AN ALBUM OF SIXTY PAINTINGS DEPICTING SIKH RULERS, MONUMENTS IN LAHORE AND ELSEWHERE, AND TRADESPEOPLE, SOLDIERS AND ENTERTAINERS PUNJAB, CIRCA 1855-60

watercolours on watermarked paper, many with *Lumsden & Co* watermark often with 1851 date, inner margins ruled in colours, most with English inscriptions in lower margins, contemporary and local brown leather binding tooled with floral motifs, doublures of coloured paper decorated with flowers
193 x 235 mm.

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 25,000

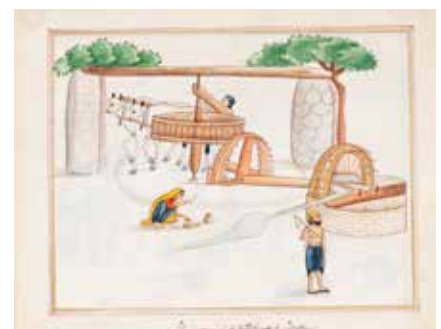
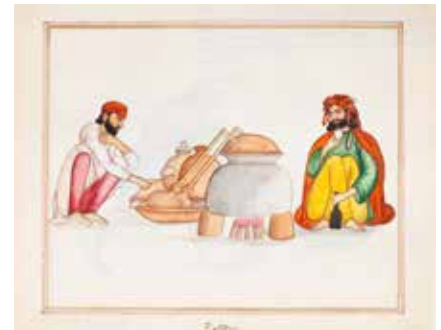
For similar albums - almost all with a standard sixty paintings - apparently often acquired by British servicemen and visitors to the Punjab, see the sales in these rooms, Bonhams, *Islamic and Indian Art*, 30th April 2019, lot 212; 26th October 2020, lot 268; 30th March 2021, lot 124; 25th October 2021, lot 334; 29th March 2022, lot 214A; and various other instances of single paintings or groups of paintings from dispersed albums.

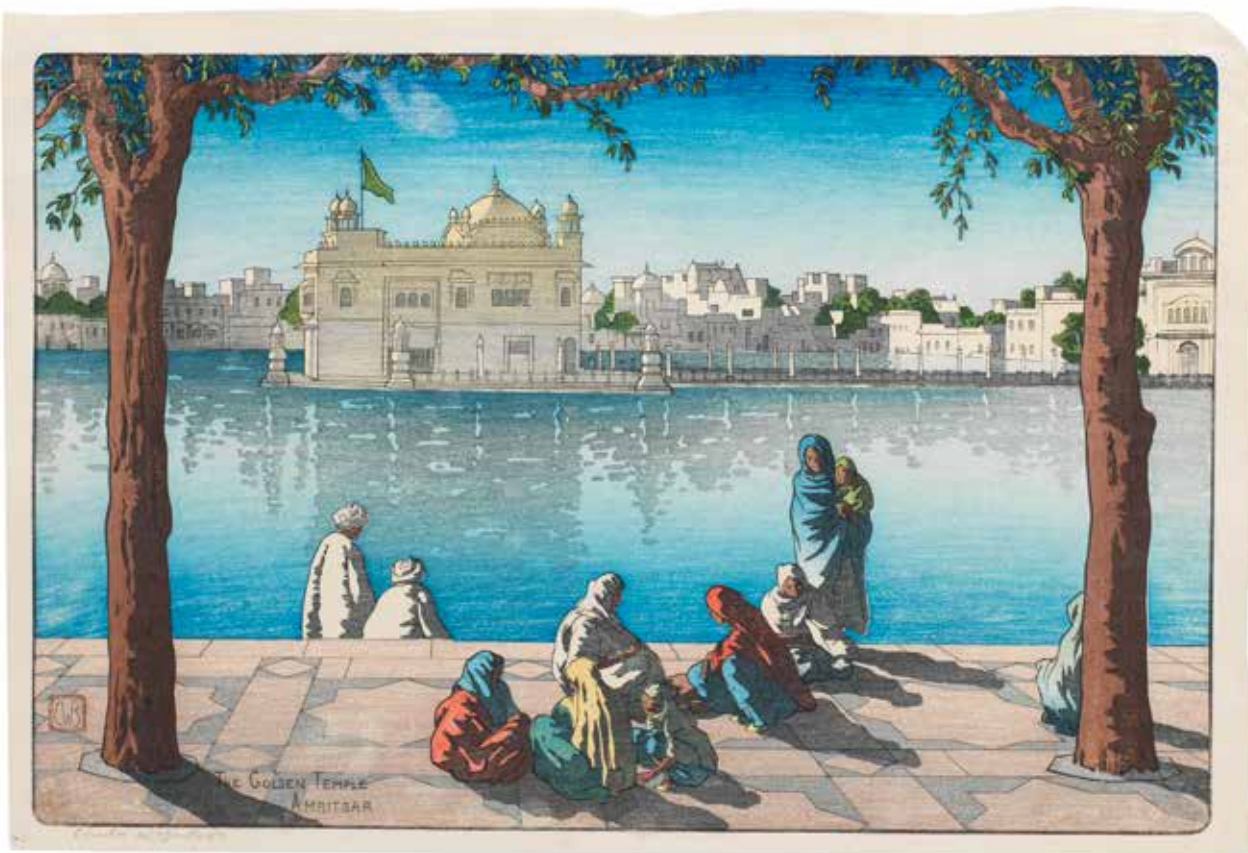
This one has particularly idiosyncratic comments written in by its British owner, seemingly based on personal observation, whether relating to the accuracy of the portrayal of buildings, or amused, facetious (or perhaps mystified) remarks on the tradespeople and entertainers, whom they must have seen face to face in the Punjab.

The subjects of the paintings are as follows:

1. Maharajah Ranjit Singh.
2. Maharajah Duleep Singh, 'King of Lahore'.
3. Rani Jindan.
4. Maharajah Sher Singh.
5. Chattar Singh Atariwala.
6. Maharajah Gulab Singh, 'King of Cashmere'.
7. Dost Mohamed Khan of Kabul.
8. Diwan Mul Raj.
9. Sher Singh Atariwala.
10. Ali Akbar Khan of Kabul.
11. The Jumma Masjid, Delhi (inscribed 'Exact').
12. The Taj Mahal, Agra (but inscribed 'Shaz Beebee Rah Rawzah in Agra').
13. Wazir Khan's Mosque, Lahore (inscribed 'Correct').
14. The Badshahi Mosque, Lahore (inscribed 'the wall between the two towers in the foreground [...] down merely the features of steps remaining').
15. The Golden Temple at Amritsar ('exact').
16. The Qutb Minar, Delhi ('Not correct. The height is all right (400 ft). The tower might be leaning slightly. The top is not [...] is covered with characters. Cut in the material, there, destroyed').
17. The Tomb of Maharajah Ranjit Singh, Lahore ('Correct. Just outside the fort').
18. The Golden Mosque, Lahore ('In city of Lahore. Correct').
19. The Shalimar Gardens 'in Punjab' ('6 miles from the Fort, Lahore. Correct').
20. The Tomb of Jahangir, Lahore ('A King of Lahore's tomb (3 miles from Lahore Fort; on the Ravee). Correct - the trees in the foreground should be to within 5 yards of the steps - trees ought to be [...] back side of the walk also').

21. Two men, one an archer, one a porter.
22. A female toy seller, with two excited children.
23. A *bhishti*, or water-carrier ('Common mode of drinking - Native well').
24. Two potters.
25. A man wrestling a bear.
26. A man weaving, with a woman carrying a large load on her head.
27. Two men preparing food.
28. Male and female clothmakers, with a loom and spinning wheel.
29. Two fakirs, perhaps carrying implements with which to cut themselves.
30. Two linen drapers ('*kuppa-wollas*').
31. A woman with a spinning wheel and a companion.
32. Peasants operating an irrigation system powered by oxen ('the way of watering a garden').
33. Three men smoking opium from hookahs.
34. A man and a woman with a mule ('the way of carrying bricks, removing rubbish &c').
35. Two fakirs with their dogs ('the Dog Fanciers - this is not Mother Eve [?] but a boy - a Pariah [dog]').
36. A man stirring a large churn, aided by a blinkered ox.
37. Two women: 'A female sweeper - And this [?]: Pretty figure!'.
38. Two fakirs cutting themselves with daggers ('And they cut themselves with knives').
39. Two fakirs with prayer wheels [?].
40. A Sikh *akali* and his wife ('Bluebeard to the life').
41. Two snake charmers.
42. A man and woman carding wool.
43. Two men dyeing cloth ('the process of dyeing').
44. An entertainer with two monkeys and a goat ('the most natural of the lot').
45. A barber shaving a man's head.
46. 'The Slipper Maker' (and his wife).
47. A nautch girl ('Lovely little creature') and three musicians.
48. Two sepoy in red tunics and carrying rifles.
49. A punkah-wallah and a man with a brazier ('Punkah pulling: punkah inside, female coolie in the verandah; the elevation of the Punkah is incorrect'; beneath each figure: 'Bad economy keeping a female'; 'Coolie, you can't beat her').
50. A sepoy drummer ('the 'loyal' sepoy'); and a 'Native Corporal' with rifle and sword.
51. 'A seller of vegetables in the bazaar - how could you refuse such a one anything!').
52. Two fakirs, one with a hookah, the other with crutch and begging bowl ('An artist's privileges!').
53. Two carpenters ('the Cabinet Maker').
54. Two sellers of firewood.
55. A man and boy winding silk ('Also a boy - He is not in the stocks').
56. Two men winding cloth.
57. A female acrobat and a male drummer ('A humbling attempt at the 'Poses Plastiques' - the nautch girl in one of the most 'Killing' attitudes').
58. A Sikh officer and a young woman ('Romeo and Juliet').
59. 'A bauble maker' and his wife.
60. A blinkered ox turning a mill for grinding corn.





55

THE GOLDEN TEMPLE, AMRITSAR, BY CHARLES WILLIAM BARTLETT (BRITISH, 1860-1940)

woodblock printed in colours on wove paper, titled and signed in monogram in the print, signed in pencil in lower margin
sheet 273 x 405 mm.

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



56

**A PHOTOGRAPH OF PRINCESS SOPHIA DULEEP SINGH
(1876-1948) BY LAFAYETTE
LONDON, CIRCA 1900**

brown tone albumen print on card, Lafayette commercial backing
verso, detailing awards and branch addresses
208 x 155 mm.

£4,000 - 6,000
€4,600 - 6,900
US\$5,100 - 7,600

Provenance

Gifted by the Princess to her maid at Rathenrae House,
Buckinghamshire c.1930s. Thence by descent.

Published

Peter Bance, *Sovereign, Squire and Rebel: Maharajah Duleep Singh*,
London 2009, p. 147, no. 205.



57

**57
THREE ELDERLY NOBLEMEN SEATED IN A BALCONY ALCOVE
UDAIPUR, CIRCA 1870**

watercolour on paper, pink border
315 x 237 mm.

£2,000 - 3,000
€2,300 - 3,400
US\$2,500 - 3,800



58

**58
AN INDIAN RULER, PERHAPS MAHARAJAH SIR GANGA SINGH
OF BIKANER (REG. 1888-1943), DRESSED IN THE ROBES OF
THE STAR OF INDIA, STANDING IN AN INTERIOR
RAJASTHAN, CIRCA 1910-20**

oil on board
71 x 54.5 cm.

£4,000 - 6,000
€4,500 - 6,800
US\$5,000 - 7,500



59

**MAHADEV VISWANATH DHURANDHAR (INDIA, 1867-1944)
TWO DRAWINGS: A MARATHA WARRIOR WITH A TUTARI, OR
CHIEFTAIN'S HORN; A GIRL CARRYING A MATKA, THE FIRST
DATED 1910**

pencil on paper, the first signed MVD and dated 1910 lower right
285 x 135 mm.; 260 x 173 mm.(2)

£2,000 - 3,000
€2,300 - 3,400
US\$2,500 - 3,800

Provenance

Ambika Dhurandhar, the artist's daughter.
Private UK collection from 1995 to 2022.

Mahadev Viswanath Dhurandhar was part of the evolution of the art academy in India which created the role of the Indian salon painter and teacher. Dhurandhar was trained at the famous Sir Jamsetjee Jeebhoy School of Art in Bombay where he became the first and only Indian Principal during British rule.

Art schools were initially established by the British, in order to introduce Western precepts and techniques to utilise and reinforce Indian craftsmanship so that it would find a commercial place in the increasingly industrialised world. Painting had hitherto been considered a trade rather than a vocation but these schools paved the way for artists to be given professional recognition. Rather than attracting the artisan however, they appealed to Anglicised middle and upper class Indians. Dhurandhar, from the Pathare Prabhu community of Western India, was one of the first 'middle class' Indians to break the mould and aspire to be a painter. Dhurandhar's style eloquently combines classical Western academic training with traditional Indian craftsmanship and Hindu iconography.

In 1927, Dhurandhar was awarded the title 'Rao Bahadur' by the government of India. He achieved considerable recognition both in Indian and abroad. Queen Mary collected his work for Buckingham Palace, Lutyens commissioned murals for the Imperial Secretariat in New Delhi and the Gaekwar of Baroda was one of his major patrons.



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**AN AMETHYST BEAD NECKLACE
INDIA, CIRCA 1900**

consisting of thirty two amethyst beads, each of flattened spherical form with wheel-cut ribbing, strung in graded sizes

the largest beads 2.8 cm. diam.; 404 g

£4,000 - 6,000

€4,500 - 6,800

US\$5,000 - 7,500

For a similar necklace with emerald beads dated to the 16th or 17th Century, in the Al-Sabah Collection, see Manuel Keene, *Treasury of the World*, London, 2001, p. 131, cat. 11.7a and b.



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**A PAIR OF SILVER ROSEWATER SPRINKLERS
(GULABPASH)
INDIA, 19TH CENTURY**

each with long tapering neck surmounted by a flaring flowerhead finial, the body in the form of a hamsa bird on an octagonal splayed foot, the base of the neck engraved and decorated with leaves, the foot with a border of foliate designs

the tallest 27 cm. high(2)

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

For the note on this lot, see the online catalogue.

62

A DELHI SILK AND METAL-THREAD EMBROIDERED WOOL SHAWL

INDIA, 19TH CENTURY

of rectangular form, the green wool ground embroidered in polychrome silks and metal thread with a rectangular panel to each end containing an arcade filled with floral interlace, the borders with floral interlace, the spandrels of the main central panel with floral sprays, tassels to each end
244 x 53.5 cm.

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

A similar embroidered wool shawl is in the Victoria & Albert Museum (Museum Number 0251(IS)).

63

**A TURQUOISE-SET SILVER BOX AND PAPERWEIGHT BEARING THE NAMES OF KING EDWARD VII (REG. 1901-1910) AND QUEEN ALEXANDRA (1844-1925)
KASHMIR, THE PAPERWEIGHT DATED 1903**

each in the form of a heart, the box with hinged lid and inlaid with turquoise, engraved and decorated in repoussé, with inscription to the lid and borders of *boteh*; the paperweight engraved and decorated in repoussé and parcel-gilt with a panel of inscription on turquoise, on a ground of *Chinar* leaves and floral vines, the edges with repeated *boteh*, the base with floral sprays
the paperweight 9.8 cm. max.; 504 g. total weight(2)

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

Inscriptions: (in English but in Arabic script) to the paperweight, 'Alexandra the Queen of England Empress of India, the year 1903'; to the box, 'Edward the Seventh, King of England, Emperor of India'.

In 1903, a durbar was held in Delhi to celebrate the succession of King Edward VII and Queen Alexandra as Emperor and Empress of India. King Edward VII had visited British India as a prince in 1875, but could not attend his own durbar as king due to poor health - a reigning British monarch would not step foot in British India until 1911. The celebration was attended by the King's brother, the Duke of Connaught, and organized by Lord Curzon, Viceroy of India.

The 1903 Durbar was one of the first filmed events in British India, and the footage was widely broadcasted across British and Indian cinemas. It was a lavish display of British influence over a unified India. During the monumental event, various maharajas and representatives of Indian princely states paid public homage to the British Crown by bowing to Lord Curzon and the Duke of Connaught. The Durbar also featured the Delhi Art Exhibition, a massive exhibition of crafts made by local artisans from all over British India (Sharma, Yuthika, "A House of Wonder": Silver at the Delhi Durbar Exhibition of 1903," in *Delight in Design: Indian Silver for the Raj*, ed. Vidya Dehejia, New Delhi, 2008, p.49).

The present lot may have been made as part of this exhibition by the famous silversmiths from Kashmir. The items feature the technique of "turquoise work" introduced in Kashmir around the end of the 19th Century, in which chips of either real or artificial turquoise are arranged in abstract mosaic shapes (Saraf, D.N., *Arts and Crafts Jammu and Kashmir: Land People Culture*, New Delhi, 1987, p.149). The box and paperweight are both in the shape of a betel leaf. The engraved silver borders on both items show a *boteh* or "paisley" pattern, celebrated across 19th and 20th Century Britain as a common motif in exported Kashmir shawls. The paperweight also prominently displays *chinar* or plane tree leaves, which are indigenous to the landscape and arts of Jammu and Kashmir (Dehejia, Vidya, "Kashmir Silver: The 'Paisley' and the *Chinar* Leaf," in *Delight in Design: Indian Silver for the Raj*, ed. Vidya Dehejia, New Delhi, 2008, p.153).



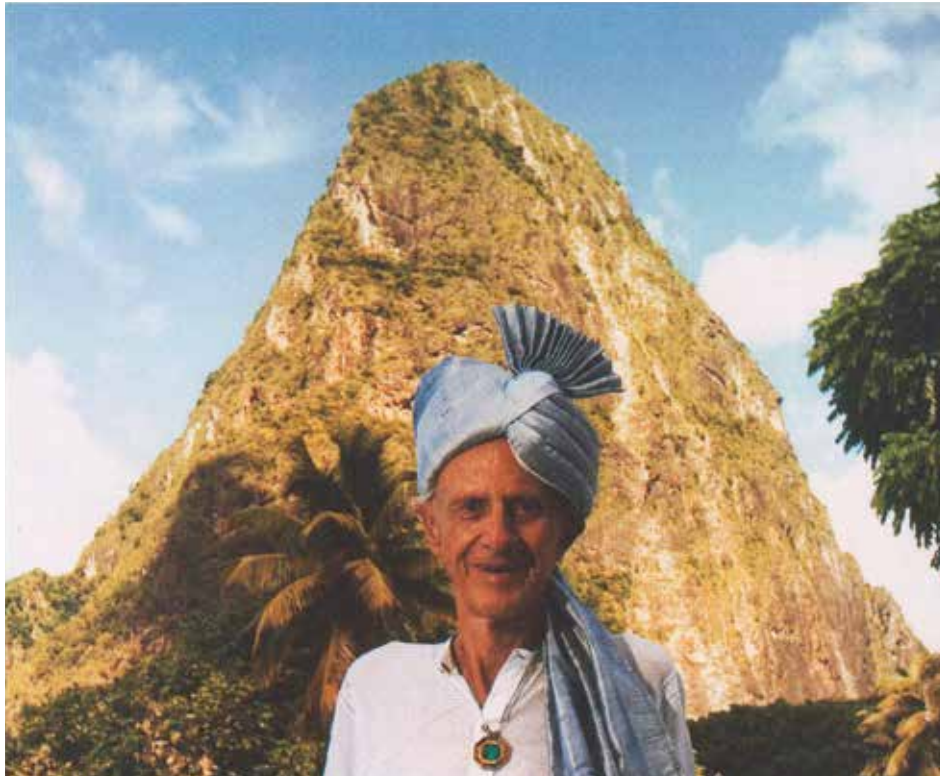
62



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The Glenconner Lingam Shrine



Lord Glenconner wearing Tipu Sultan's *navratna* pendant, sold at Bonhams in 2011.

64 * TP

A RARE LARGE MARBLE AND ROCK CRYSTAL LINGAM SHRINE

INDIA, 19TH/ 20TH CENTURY

the shrine of red marble, of typical form, a snake motif carved in relief to one side, the circumference with a raised ridge to the edge, a central circular depression surrounded by a snake curled twice around it, ten further circular depressions in circular formation around it, the rim of each bordered by a snake, eleven rock crystal *lingams* of cylindrical form, rounded at both ends, each fitting into a depression, one a later replacement, the modern wood base with cylindrical stepped drum above an elongated octagonal dais, on wheels
the red stone base 130 x 91 x 15 cm; the lingams 44 x 17 cm. and 25 x 12 cm.(12)

£120,000 - 160,000

€140,000 - 180,000

US\$150,000 - 200,000

Provenance

Formerly in the collection of Colin Christopher Paget Tennant, 3rd Baron Glenconner (1926-2010), acquired in London in the late 1980s, and thence by descent.

Exhibited

Puja: Expressions of Hindu Devotion, Smithsonian Museum, Washington, 26 April 1996 - 9 July 2000.

Lord Glenconner came from a long line of art collectors. His great-grandfather, Sir Charles Tennant, had put together a renowned collection of Old Master paintings, whilst Colin himself became one of Lucian Freud's earliest patrons. He was perhaps best known for acquiring the island of Mustique in 1958, and for his close relationship with HRH Princess Margaret, to whom he gave a villa on the Island following her marriage to Anthony Armstrong-Jones. He had an eclectic taste for works of art from all over the world, though some of the most impressive were Indian - he had travelled widely in India before succeeding to the peerage in 1983. He employed Oliver Messe, originally known for his theatre sets, to design his 'Indian palace' on Mustique which became the backdrop for his collection of Indian treasures, such as a large 19th Century silver bed sold in these rooms along with the rest of his collection from his property in St. Lucia (Bonhams, *The Contents of the St Lucian Property of Lord Glenconner*, 28 September 2011, lot 73). Further important Indian works of art sold at this sale included a *navratna* pendant from the treasury of Tipu Sultan (lot 163); an 18th Century south Indian carved emerald figurine (lot 145); and numerous Tanjore devotional paintings (lots 21, 26, 27, 28).





Beau House, Lord Glenconner's residence on St Lucia.

A *lingam* is an abstract representation of the god Shiva found as the primary *murti* or focus of religious devotion in Shaivist temples. It generally comprises a long rounded stone emerging from a flat platform called a *yonī*. Unlike the other Hindu gods, Shiva is worshipped as both his embodied image, and in the unembodied *lingam* form. The *lingam* form signifies that Shiva alone, as the supreme Brahman or all-encompassing god in Shaivism, is ultimately formless and genderless. The *Shiva Purana* says that the lingam is the primary form of Shiva required in any Shaivist temple, while the embodied statues of Shiva are secondary in importance (J.L. Shastri, *The Siva Purana*, Part One, Delhi, 1970, p.63).

According to the *Shiva Purana*, the *lingam* originated during a fight between Brahma and Vishnu, the other two gods of the Hindu *trimurti* trinity. Shiva stopped this fight by materializing as a pillar of fire to demonstrate his superiority among the *trimurti*, and then created the *lingam* out of this pillar of fire (*ibid.*, p.51).

The present lot was acquired by Lord Glenconner in London in the late 1980's and is believed to have been made in Kashmir in the 19th or early 20th Century. The work comprises 11 large rock crystal lingas set in a monumental red marble *yonipatha* base. Each *lingam* is encircled by a serpent carving and there is a further carving of a serpent on the underside of the base at the front. The shrine was exhibited at the Puja exhibition in the Sackler Gallery at the Smithsonian Museum in Washington between 1996 and 2000. There was a considerable amount of publicity generated by the exhibition, and the shrine featured in an article by Hank Burchard in the *Washington Post* (31 May 1996) and another by Kanti Tripathi in *Hindu Today* (December 1996).





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**A MONUMENTAL GILT-COPPER AUREOLE FROM A SHRINE
NEPAL, 18TH/19TH CENTURY**

in the form of a pointed arch surmounted by a tiered parasol,
constructed from several panels decorated in repoussé with Durga
slaying the buffalo demon flanked by Ganesha and Bhairava within a
triple arch, the border with a winged and horned kirtimukha flanked by
makaras and kinnaras amidst scrolls, modern wood mount.
85 x 103 cm.

£5,000 - 7,000

€5,700 - 7,900

US\$6,300 - 8,800

Provenance

Private UK collection.



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66

**A GEM-SET GILT-SILVER PLAQUE
NEPAL, 19TH CENTURY**

of convex oval form, profusely set with turquoise, lapis lazuli, rubies, sapphires, colourless sapphires and emeralds in floral and foliate designs, with central colourless gemstone, later mounted as a buckle
17 cm. long

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

The fine gem-set designs featured within the present lot are characteristic of those found within Nepalese jewellery and metalwork from the late 18th and early 19th Centuries. For an example of a pair of earrings featuring a comparable floral design, see Madhuvanti Ghose (ed.), *Vanishing Beauty: Asian Jewellery and Ritual Objects from the Barbara and David Kipper Collection*, Chicago, 2016, p. 71, fig. 63. For further examples of metalwork featuring intricate and gem-set designs, see Christie's, *Towards Enlightenment: Indian and Southeast Asian Art*, 17 September 1998, lots 53 & 54.



67

**AN ALBUM OF PHOTOGRAPHS DEPICTING
INDIAN AND SOUTH EAST ASIAN
SCULPTURES
CIRCA 1920**

comprising 48 gelatin silver prints on 16 leaves, handwritten inscriptions, probably in Lao script, to each page, the album with card covers
the album 30.5 x 21.3 cm.

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800



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This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as “*Bidders*” or “you”. Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in *italics*. IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

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Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an “as is” basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical items or parts are sold for their artistic, historic or cultural interest and may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details. Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams*’ opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*’ opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

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In respect of most *Lots*, you may ask *Bonhams* for a *Condition Report* on the *Lot*’s general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without charge, *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. The *Condition Report* represents *Bonhams*’ reasonable opinion as to the *Lot*’s general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you.

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The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

Bonhams’ responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller*’s agent only (unless *Bonhams* sells the *Lot* as principal).

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Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams*’ behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams*’ discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer*’s hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and/or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams*’ reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as “paddle bidding”. You will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer*’s. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your *Absentee Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer*’s bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

In order to bid online in a *Sale*, you must be 18 or over and you must register to bid via the Bonhams App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (iii) where your bid is successful, you are jointly and severally liable with that other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/\$10,000/HKD50,000/AUS\$10,000 depending on the jurisdiction and currency of the *Sale*, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your

address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.

Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.

We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details. Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the Lot being knocked down to the Buyer, a *Contract for Sale* of the Lot will be entered into between the Seller and the Buyer on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the Catalogue in case you are the successful Bidder including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this Sale.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the Buyer in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it.

For this Sale the following rates of *Buyer's Premium* will be payable by Buyers on each Lot purchased:

28% of the *Hammer Price* on the first £40,000; plus
27% of the *Hammer Price* from £40,001 up to and over £800,000; plus
21% of the *Hammer Price* from £800,001 and up to £4,500,000; plus
14.5% of the *Hammer Price* above £4,500,000

Storage and handling charges may also be payable by the Buyer as detailed on the specific Sale Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the Lot, where indicated by a symbol beside the Lot number. See paragraph 8 below for details.

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a *Hammer Price* of £1,000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the *Additional Premium* will be payable to us by the Buyer to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

<i>Hammer Price</i>	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the Sale.

The following symbols, shown beside the Lot number, are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α Buyers from within the UK: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). Buyers from outside the UK: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a Buyer, having registered under a non-UK address, decides that the item is not to be exported from the UK, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the Lot. If you are a successful Bidder, payment will be due to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by the eighth working day after the Sale. Payments made by anyone other than the registered Buyer will not be accepted. Bonhams reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our Account. If you do so, please quote your paddle number and invoice number as the reference. Our Account details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for Lots purchased by you at this Sale with notes or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer, if we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams, or would be detrimental to Bonhams' reputation.

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). For collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol Y are subject to CITES regulations when exporting these items outside the UK. These regulations may be found at:

<https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-to-trade-endangered-species#how-to-apply> or may be requested from: Enquiries: wildlife.licensing@apha.gov.uk

Applications: CITESapplication@apha.gov.uk

Address: UK CITES Management Authority
Centre for International Trade

Horizon House, Deanery Road, Bristol BS1 5AH

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the *Contract for Sale*, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist

Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of Description save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed Books, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the - of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements

Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate Sale, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original Sale to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed. *Lots* marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence. *Lots* marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S5B' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held. Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

On behalf of the *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the Sale these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the Sale.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine.

Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 5cm

Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the Sale and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the Auctioneer's sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the sale whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- | | |
|----|---|
| Y | This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale. |
| TP | Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location. |
| W | Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location. |

- A Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- ⓓ This *Lot* contains elephant ivory and is therefore subject to both CITES regulations and the UK Ivory Act 2018. It has been registered or has an exemption certificate allowing it to be offered for sale and sold under the provisions of the Ivory Act 2018. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. *Bonhams* is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

•, †, *, G, Q, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

BUYERS SALE CONTRACT WITH SELLER

IMPORTANT: These terms may be changed in advance of the *Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.*

Under this contract the Seller's liability in respect of the quality of the Lot, its fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

- 1.1 These terms and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* govern the *Contract for Sale of the Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in *Italics*.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.
- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S WARRANTIES AND UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the *Sale of Goods Act 1979*, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;
- 2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue* or on the *Bonhams* website, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.
- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the *Sale of Goods Act 1979* or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*, or upon collection of the *Lot* if earlier. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* beyond 7 days from the day of the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the *catalogue*.

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay in full any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when: (i) *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the *catalogue*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not, until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.
- 7.4 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the *Lot*;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the *Sale of Goods Act 1979* or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or

indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the *Contract for Sale*.

10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of *Bonhams* Holdings Limited and to its officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams*, *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in *italics*. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such

- information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
- 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller* and following completion of our enquiries pursuant to paragraph 3.11;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams'* Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.
- 2 PERFORMANCE OF THE CONTRACT FOR SALE**
- You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.
- 3 PAYMENT AND BUYER WARRANTIES**
- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the *Purchase Price* for the *Lot*;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the *Lot* is marked [AP], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- 3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria; and further
- 3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority.
- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not

- under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through *Bonhams* are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to *Bonhams* relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.
- 4 COLLECTION OF THE LOT**
- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, and once we have completed our investigations under paragraph 3.11, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- 5 STORING THE LOT**
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 3, 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3,

and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.

6.2 Please note however, that under the *Contract for Sale*, the risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the *Lot* if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot* *Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of

any court, mediator, arbitrator or government body; and/or require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, VAT and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension strung musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum

you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.4 You may wish to protect yourself against loss by obtaining insurance. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*; but not if: the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would be reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only

- and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams*' holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams'* Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

"Conditions of Sale" the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract for Sale* the *Lot* corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus VAT if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and VAT which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and VAT on the *Hammer Price* (where applicable), the *Buyer's Premium* and VAT on the *Buyer's Premium* and any *Expenses*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any VAT chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the *Catalogue*.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnity" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Registration and Bidding Form

(Attendee / Absentee / Telephone Bidding)
Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

Bonhams

The Sale, including all bidding and buying, is governed by Bonhams' Conditions of Sale. You should read the Conditions and any Sales Information prior to bidding and ensure you understand the charges payable on any purchase you make. The Conditions also set out certain undertakings by bidders and buyers and limits Bonhams' liability to you. Please note an invoice for a purchased lot will be made out in the name as shown on this form and payment will only be accepted from an account in that name (or the name of the company if the bid is on behalf of that company).

Data protection

Where we obtain any personal information about you when you register or bid with us, we shall only use it in accordance with the terms of our Privacy Policy. A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com.

We may from time to time provide you with information about goods and services that we believe may interest you, based on your previous interactions with us. You can opt out of receiving these communications at any time. If you do not want to receive such communications, please tick this box ☐

Notice to Bidders.

At least 24 hours prior to the Sale, you must provide government issued photo ID, e.g., a passport or driving licence and - if not included on the ID document - proof of address, e.g., a current utility bill, or bank/credit card statement. Corporate clients must also provide their company registration documents, documentary proof of beneficial owners owning 25% or more of the company and confirmation of the named individual's authority to act. Failure to provide these documents may result in your bids not being processed. Clients who are not able to provide documents prior to Sale may opt to bid online using our credit card verification option. Please note we reserve the right to request a bank reference or deposit.

If successful

I will collect the purchases myself ☐

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title: India in Art	Sale date: 7 June 2023
Sale no. 28748	Sale venue: New Bond Street
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.	
General Bid Increments: £10 - 200by 10s £200 - 500by 20 / 50 / 80s £500 - 1,000by 50s £1,000 - 2,000by 100s £2,000 - 5,000by 200 / 500 / 800s £5,000 - 10,000by 500s £10,000 - 20,000by 1,000s £20,000 - 50,000by 2,000 / 5,000 / 8,000s £50,000 - 100,000by 5,000s £100,000 - 200,000by 10,000s above £200,000at the auctioneer's discretion	
The auctioneer has discretion to split any bid at any time.	
Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
Address	
	City
Post / Zip code	County / State
Telephone (mobile)	Country
Telephone (landline)	
E-mail (in capitals)	
Please answer all questions below	
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners	
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.	
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement	
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>	If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>

Please note that all telephone calls may be recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE REVIEWED THE CATALOGUING FOR THE ABOVE LOTS, YOU AGREE TO THE CONDITIONS OF SALE INCLUDING THE WARRANTIES LISTED THEREIN, AND AGREE TO PAY THE APPLICABLE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES DUE. THIS AFFECTS YOUR LEGAL RIGHTS.	
Bidder/Agent's (please delete one) signature:	Date:

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

Please email or post the completed Auction Registration form and requested information to:
Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447, bids@bonhams.com
Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.







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